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सं. 38]

नई दिल्ली, सन्दिहार, सितम्बर 18, 1993/भाद्र 27, 1915

NO. 38]

NEW DELHI, SATURDAY, SEPTEMBER 18, 1993/BHADRA 27, 1915

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह जलन संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-Section (II)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सार्वजनिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government
of India (other than the Ministry of Defence)

विधि न्याय और कम्पनी कार्य मंत्रालय

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS

(विधि कार्य विभाग)

(Department of Legal Affairs)

(Judicial Section)

(न्यायिक प्रभाग)

NOTICE

सूचना

New Delhi, the 12th August, 1993

नई दिल्ली, 12 अगस्त, 1993

का.आ. 1932—नोटरीज नियम, 1956 के नियम 6 के
अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती
है कि सुश्री सुशीला धीरजलाल राणी, एडवोकेट ने उक्त
प्राधिकारी को उक्त नियम के नियम 4 के अधीन
एक आवेदन इस बात के लिये दिया है कि उसे
गुजरात राज्य में व्यवसाय करने के लिये नोटरी के रूप
में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना
के प्रकाशन के चौदह दिनों के भीतर लिखित रूप से
मेरे पास भेजा जाए।

S.O. 1932.—Notice is hereby given by the Competent
Authority in pursuance of Rule 6 of the Notaries Act, 1956
that application has been made to the said Authority, under
Rule 4 of the said Rules, by Sushila Dhirajlal Rami Advocate
for appointment as a Notary to practise in Gujarat.

2. Any objection to the appointment of the said person as
as Notary may be submitted in writing to the undersigned with-
in fourteen days of the publication of this notice.

[No. F. 5(62)/93-Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 30 अगस्त, 1993

[सं.एफ. 5(62)/93-न्यायिक]

पी.सी. कन्नन, सक्षम प्राधिकारी

का.आ. 1932—नोटरीज नियम, 1956 के नियम 6
के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी

जाती है कि श्री अबुजर एम उज्ज्वनी एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिये दिया है कि उसे गुजरात राज्य में व्यवसाय करने के लिये नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाये।

[सं. एफ. 5(82)/93-न्यायिक]

पी.सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 30th August, 1993

S.O. 1933.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rules 4 of the said Rules, by Abuzar M. Ujjain Advocate for appointment as a Notary to practise in Gujarat State.

-2. Any objection to the appointment of the said person as as Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(82)/93-Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 30 अगस्त, 1993

का.भा. 1934—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री आर.एन. जैन, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिये दिया है कि उसे दिलशाद गार्डन (दिल्ली संघ क्षेत्र में) व्यवसाय करने के लिये नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाये।

[सं. एफ. 5(85)/93-न्यायिक]

पी.सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 30th August, 1993

S.O. 1934.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri R. N. Jain Advocate for appointment as a Notary to practice in Dilshad Garden (U.T. of Delhi).

2. Any objection to the appointment of the said person as as Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(85)/93-Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 1 सितम्बर, 1993

का.भा. 1935—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री ओम प्रकाश शर्मा एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिये दिया है कि उसे गाजियाबाद (उत्तर प्रदेश) में व्यवसाय करने के लिये नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाये।

[सं. एफ. 5(83)/93-न्यायिक]

पी.सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 1st September, 1993

S.O. 1935.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Om Prakash Sharma Advocate for appointment as a Notary to practise in Ghaziabad (U.P.).

2. Any objection to the appointment of the said person as as Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(83)/93-Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 1 सितम्बर, 1993

का.भा. 1936—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री युवराज निर्वृत्ति लोन्हे एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिये दिया है कि उसे पुणे जिला (महाराष्ट्र राज्य) में व्यवसाय करने के लिये नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाये।

[सं. एफ. 5(84)/93-न्यायिक]

पी.सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 1st September, 1993

S.O. 1936.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Yuvraj Nivritti Londhe Advocate for appointment as a Notary to practise in Pune Distt. (Maharashtra).

2. Any objection to the appointment of the said person as Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(84)/93-Judl.]

P. C. KANNAN, Competent Authority

गृह मंत्रालय
(पुनर्वास प्रभाग)

नई दिल्ली, 30 अगस्त, 1993

का.भा. 1937—विस्थापित व्यक्ति (दावे) पूरक अधिनियम, 1954 (सं. 1954 की 12) की धारा 10 की उपधारा (2) द्वारा मुझे प्रदत्त शक्तियों का प्रयोग करते हुए, मैं विस्थापित व्यक्ति (दावे) पूरक अधिनियम, 1954 की धारा 5 के अन्तर्गत, मुझ में निहित शक्तियों गृह मंत्रालय, पुनर्वास प्रभाग में श्री पी.टी. चकोचन, प्रवर सचिव को, विस्थापित व्यक्ति (दावे) अधिनियम, 1950 के अन्तर्गत निर्णीत मामलों के पुनरीक्षण के संबंध में उनके द्वारा प्रयोग किये जाने के लिये सौंपता हूँ।

2. इसके द्वारा दिनांक 15-7-1991 की अधिसूचना सं. 1(13)/विशेष कक्ष/88-एस.एस.-2/एस. (ड) का अधिक्रमण किया जाता है।

[सं. 1(4)/93-बन्दोबस्त (ग)]

जी.एस. संधु, मुख्य बन्दोबस्त आयुक्त

MINISTRY OF HOME AFFAIRS

(Rehabilitation Division)

New Delhi, the 30th August, 1993

S.O. 1937.—In exercise of the powers conferred by on me by Sub-section (2) of Section 10 of the Displaced Persons (Claims) Supplementary Act, 1954 (No. 12 of 1954) I, delegate to Shri P. T. Chackochan, Under Secretary in the Ministry of Home Affairs, Rehabilitation Division, the powers vested in me under Section 5 of the Displaced Persons (Claim) Supplementary Act, 1954 to be exercised by him in relation to revision of cases decided under the Displaced Persons (Claims) Act, 1950.

2. This supercedes notification No. 1(13)/Spl. Cell/88-SS-II/S(E) dated 15-7-1991.

[No. 1(4)/93-Settlement(C)]

G. S. SANDHU, Chief Settlement Commissioner

नई दिल्ली, 30 अगस्त, 1993

का.भा. 1938—विस्थापित व्यक्ति (प्रतिकर एवं पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य बन्दोबस्त आयुक्त एतद्वारा गृह मंत्रालय पुनर्वास प्रभाग में श्री पी.टी. चकोचन, प्रवर सचिव जिन्हें दिनांक 7-7-93 की समसंख्यक अधिसूचना के तहत बन्दोबस्त आयुक्त के रूप में नियुक्त किया गया है, को उक्त अधिनियम की धारा 23 एवं 24 के अन्तर्गत अपील सुनने तथा पुनरीक्षणों की शक्तियाँ सौंपते हैं।

2. इसके द्वारा दिनांक 15-7-1991 की अधिसूचना सं. 1(13)/विशेष कक्ष/88-एस.एस.-2/एस. (ख) का अधिक्रमण किया जाता है।

[सं. 1(4)/93-एस. (ख)]

जी.एस. संधु, मुख्य बन्दोबस्त आयुक्त

New Delhi, the 30th August, 1993

S.O. 1938.—In exercise of the powers conferred by Sub-section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Chief Settlement Commissioner hereby delegates to Shri P. T. Chackochan, Under Secretary in the Ministry of Home Affairs, Rehabilitation Division who has been appointed as Settlement Commissioner vide Notification of even number dated the 7-7-93, the powers under section 23 and 24 of the said act for the purpose of hearing appeals and revisions under these Section.

2. This Supersedes notification No. 1(13)/Spl. Cell/88-SS II/S(B) dated 15-7-1991.

[No. 1(4)/93-S. (B)]

G. S. SANDHU, Chief Settlement Commissioner

नई दिल्ली, 30 अगस्त, 1993

का.भा. 1939—विस्थापित व्यक्ति (प्रतिकर एवं पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उसके अधीन बन्दोबस्त आयुक्त को सौंपे गये कार्यों का निष्पादन करने के उद्देश्य से गृह मंत्रालय, पुनर्वास प्रभाग में श्री पी.टी. चकोचन, प्रवर सचिव को बन्दोबस्त आयुक्त के रूप में नियुक्त करती है।

2. इसके द्वारा दिनांक 15-7-1991 की अधिसूचना सं. 1(13)/विशेष कक्ष/88-एस.एस. (क) का अधिक्रमण किया जाता है।

[सं. 1(4)/93-बन्दोबस्त (क)]

मु. असलम, उप सचिव

New Delhi, the 30th August, 1993

S.O. 1939.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri P. T. Chackochan, Under Secretary in the Ministry of Home Affairs, Rehabilitation Division as Settlement Commissioner, for the purpose of performing the functions assigned to a Settlement Commissioner by or under the said Act.

2. This Supersedes notification No. 1(13)/Spl. Cell/88-SS(A) dated 15-7-1991.

[No. 1(4)/93-Settlement(A)]

M. ASLAM, Dy. Secy.

कार्मिक लोक शिकायत तथा पेंशन मंचालय
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 27 अगस्त, 1993

का.आ. 1940—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना, अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 25 अगस्त, 1993 के प्रमुख गृह सचिव के पत्र सं. 80/92-सी.एस-7 द्वारा प्राप्त हुई उत्तर प्रदेश राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार निम्नलिखित अपराधों अभियोगों के अन्वेषण के लिये सम्पूर्ण उत्तर प्रदेश राज्य पर करती, अर्थात्:—

(क) पुलिस स्टेशन राम जन्म भूमि, जनपद फैजाबाद उत्तर प्रदेश में दर्ज किये गये अपराध संख्या:—

1. 203/92 धारा 394 भा.द.वि.
2. 204/92 धारा 394 ,,
3. 205/92 धारा 392 ,,
4. 206/92 धारा 392 ,,
5. 207/92 धारा 392 ,,
6. 208/92 धारा 392 ,,
7. 209/92 धारा 147, 323 एवं 427 भा.द.वि.
8. 210/92 धारा 395 भा.द.वि.
9. 211/92 धारा 394 ,,
10. 213/92 धारा 392 ,,
11. 215/92 धारा 392 ,,
12. 225/92 धारा 398 एवं 336 भा.द.वि.
13. 226/92 धारा 395 एवं 114 भा.द.वि.
14. 227/92 धारा 394 भा.द.वि.
15. 228/92 धारा 394 एवं 427 भा.द.वि.
16. 229/92 धारा 394 भा.द.वि.
17. 230/92 धारा 394 ,,
18. 231/92 धारा 394 ,,
19. 232/92 धारा 394 ,,
20. 234/92 धारा 392 ,,
21. 233/92 धारा 394 ,,
22. 235/92 धारा 394 ,,
23. 236/92 धारा 394 ,,
24. 237/92 धारा 394 ,,
25. 238/92 धारा 394 एवं 406 भा.द.वि.
26. 239/92 धारा 392 भा.द.वि.
27. 247/92 धारा 147, 327 एवं 427 भा.द.वि.
28. 320/92 धारा 395 एवं 427 भा.द.वि.

29. एन सी आर सं. 57/92 धारा 323 एवं 427 भा.द.वि.
30. मु. अ.सं. 319/92 धारा 394 एवं 427 भा.द.वि.
31. ,, 267/92 धारा 394 एवं 427 ,,
32. ,, 268/92 धारा 394, 427 एवं 506 भा.द.वि.
33. ,, 285/92 धारा 395 भा.द.वि.
34. ,, 318/92 धारा 394 भा.द.वि.
35. ,, 321/92 धारा 147, 352 एवं 427 भा.द.वि.
36. ,, 322/92 धारा 392 भा.द.वि.
37. ,, 481/92 धारा 147, 336, 323 एवं 506 भा.द.वि.
38. ,, 482/92 धारा 395 भा.द.वि.
39. ,, 1/93 धारा 395 एवं 397 भा.द.वि.
40. ,, 2/93 धारा 395 एवं 397 ,,
41. ,, 16/93 धारा 395 भा.द.वि.
42. ,, 27/93 धारा 395 ,,
43. ,, 32/93 धारा 394 ,,
44. ,, 33/93 धारा 395 ,,
45. ,, 31/93 धारा 394 एवं 342 भा.द.वि.
46. ,, 61/93 धारा 395 भा.द.वि.
47. ,, 70/93 धारा 394 ,,

(ख) ऊपर वर्णित अपराधों के संबंध में या उनसे संतप्त प्रयत्न, दुष्प्रेरणा और पड़ोस तथा उन्हीं सदस्यों से उत्पन्न होने वाले वैसे ही संव्यवहार के अनुक्रम में किया गया या किये गये कोई अन्य अपराध।

[सं. 228/28/93-ए बी डी-II]

आर. एस. बिष्ट, प्रवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES &

(Department of Personnel & Training)

New Delhi, the 27th August, 1993

S.O. 1940.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh, vide Principal Secretary Home No. 80/92-CX-dt. August 25, 1993, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for investigation of the following offences/cases—

- (a) 1. Cr. No. 203/92 U/s. 394 IPC.
2. Cr. No. 204/92 U/s. 394 IPC.
3. Cr. No. 205/92 U/s. 392 IPC.
4. Cr. No. 206/92 U/s. 392 IPC.
5. Cr. No. 207/92 U/s. 392 IPC.
6. Cr. No. 208/92 U/s. 392 IPC.
7. Cr. No. 209/92 U/s. 147, 323 and 427 IPC.
8. Cr. No. 210/92 U/s. 395 IPC.
9. Cr. No. 211/92 U/s. 394 IPC.

10. Cr. No. 215/92 U/s. 392 IPC.
11. Cr. No. 213/92 U/s. 392 IPC.
12. Cr. No. 225/92 U/s. 398 and 336 IPC.
13. Cr. No. 226/92 U/s. 395 and 114 IPC.
14. Cr. No. 227/92 U/s. 394 IPC.
15. Cr. No. 228/92 U/s. 394 and 427 IPC.
16. Cr. No. 229/92 U/s. 394 IPC.
17. Cr. No. 230/92 U/s. 394 IPC.
18. Cr. No. 231/92 U/s. 394 IPC.
19. Cr. No. 232/92 U/s. 394 IPC.
20. Cr. No. 234/92 U/s. 392 IPC.
21. Cr. No. 233/ 2 U/s. 394 IPC.
22. Cr. No. 235/92 U/s. 394 IPC.
23. Cr. No. 236/92 U/s. 394 IPC.
24. Cr. No. 237/92 U/s. 394 IPC.
25. Cr. No. 238/92 U/s. 394 and 406 IPC.
26. Cr. No. 23 /92 U/s. 392 IPC.
27. Cr. No. 247/92 U/s. 147, 323 and 427 IPC.
28. Cr. No. 320/92 U/s. 395 and 427 IPC.
29. NCR No. 57/92 U/s. 323 and 427 IPC.
30. Cr. No. 319/92 U/s. 394 and 427 IPC.
31. Cr. No. 267/92 U/s. 394 and 427 IPC.
32. Cr. No. 263/92 U/s. 394, 427 and 505 IPC.
33. Cr. No. 285/92 U/s. 395 IPC.
34. Cr. No. 318/92 U/s. 394 IPC.
35. Cr. No. 321/92 U/s. 147, 352 and 427 IPC.
36. Cr. No. 322/92 U/s. 392 IPC.
37. Cr. No. 481/92 U/s. 147, 336, 323 and 506 IPC.
38. Cr. No. 482/92 U/s. 395 IPC.
39. Cr. No. 1/93 U/s. 395 and 307 IPC.
40. Cr. No. 2/93 U/s. 395 and 397 IPC.
41. Cr. No. 16/93 U/s. 395 IPC.
42. Cr. No. 27/93 U/s. 395 IPC.
43. Cr. No. 32/93 U/s. 394 IPC.
44. Cr. No. 33/93 U/s. 395 IPC.
45. Cr. No. 31/93 U/s. 394 and 342 IPC.
46. Cr. No. 61/93 U/s. 395 IPC.
47. Cr. No. 70/93 U/s. 394 IPC.

Registered at Police Station Ram Janam Bhoomi, Ayodhya,
Distt. Faizabad, Uttar Pradesh.

- (b) Attempts, abetments and conspiracies in relation to or in connection with the offences mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/28/93-AVD.II]

R. S. BISHT, Under Secy.

नई दिल्ली, 27 अगस्त, 1993

का.आ. 1941-केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946(1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पुलिस स्टेशन चटपट, तमिलनाडु राज्य में रजिस्टर किये गये मामला अपराध सं. 1137/93 के बाबत भारतीय दंड

संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120 (बी), 302, 326, 153(ए), भारतीय विस्फोटक अधिनियम, की धारा 9(1)(ए)(बी) तथा विस्फोटक पदार्थ अधिनियम, 1908 की धारा 3 एवं 4 के अधीन दंडनीय अपराधों और उक्त अपराधों और उन्हीं तथ्यों से उत्पन्न होने वाले ही संव्यवहार के अनुक्रम में किये गये किन्हीं अन्य अपराधों के संबंध में या उनमें संसक्त प्रयत्नों, दुष्प्रणों और पड्यंतों के अन्वेषण के लिये, तमिलनाडु राज्य सरकार गृह (एस.सी.) विभाग की अधिसूचना सं. एस.सी. 3558-6/93 दि. 24-8-1993 के तहत तमिलनाडु सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तारण सम्पूर्ण तमिलनाडु राज्य पर करती है।

[सं. 228/61/93-ए.वी.डी.-III]

गार.एस.विष्ट, अवर सचिव

New Delhi, the 27th August, 1993

S.O. 1941.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 24 of 1946) the Central Government, with the consent of the State Government of Tamilnadu accorded vide Home (S.C.) Department Notification No. SQ/3558-6/93 dated 24-8-1993 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Tamilnadu for investigation of offences punishable under Sections 120(B), 302, 325, 153(A) Indian Penal Code, 1860 (Act No. 45 of 1860) 9(1)(a)(b) of the Indian Explosives Act and 3 and 4 of the Explosive Substances Act, 1908 and attempts, abetments and conspiracies in relation to or in connection with the said offences and any other offences committed in the course of the same transaction arising out of the same facts in regard to case Crime O. 1137/93 registered in Chetput Police Station, Tamil Nadu State.

[No. 228/61/93-AVD III]

R. S. BISHT, Under Secy.

नई दिल्ली, 27 अगस्त, 1993

का.आ. 1942-केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना अधिनियम 1946(1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 25 अगस्त, 1993 के प्रमुख गृह सचिव के पत्र सं. 80/92-सी. एक्स.-7 द्वारा प्राप्त हुई उत्तर प्रदेश राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार निम्नलिखित अपराधों के अन्वेषण के लिये सम्पूर्ण उत्तर प्रदेश राज्य पर करती है, अर्थात् :—

- (क) पुलिस स्टेशन राम जन्म भूमि, जनपद, फैजाबाद में दर्ज किये अपराध सं. 198/92 के मामले से संबंधित भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 153-ए, 153-बी, 505 तथा दंड विधि

संशोधन अधिनियम की धारा 7 के अन्तर्गत
दंडनीय अपराध;

- (ख) ऊपर वर्णित अपराधों के संबंध में या उनसे
संश्लेषित प्रयत्न, दुरुप्रेरण और पड़यंत तथा
उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही
संश्लेषण के अनुक्रम में किया गया या किये
गये कोई अन्य अपराध।

[संख्या 228/28/93-एवीडी-II]

भार. एस. बिष्ट, प्रवर सचिव

New Delhi, the 27th August, 1993

S.O. 1942.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh, vide Principal Secretary (Home) No. 80/92-CX-7 dated 25-8-93 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for investigation of offences as hereunder :—

(a) Offences punishable under Section 153-A, 153-B, 505 of the Indian Penal Code 1860 (Act No. 45 of 1860) and under section 7 of Criminal Law Amendment Act relating to case in Crime No. 198/92 dated 6-12-92 registered at P.S. Ram Janam Bhoomi, District Faizabad, Uttar Pradesh.

(b) Attempts, abetments and conspiracies in relation to or in connection with the said offence mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/28/93-AVD-II]

R. S. BISHT, Under Secy.

वित्त मंत्रालय
(राजस्व विभाग)

शुद्धि पत्र

नई दिल्ली, 29 जून, 1993

(भायकर)

का. मा. 1943.—भायकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उप-खंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा दिनांक 1 मई, 1991 की अपनी अधिसूचना सं. 8879 (फा. सं. 197/167/90-भायकर (नि.-1); जिसमें "सेलेशियन प्रोविंस आफ कलकत्ता, (नामन इंडिया) कलकत्ता" को अधिसूचित किया गया था, में निम्नलिखित संशोधन करती है ;

उपखंड (IV) द्वारा : के स्थान पर,

उपखंड (V) द्वारा : पढ़ा जाए।

[अधिसूचना सं. 9319/फा. सं. 197/167/90-
भायकर (नि.-I)]

वित्त मंत्र, प्रवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

CORRIGENDUM

New Delhi, the 29th June, 1993

(INCOME-TAX)

S.O. 1943.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby makes the following modification in its notification No. 8879 (F. No. 197/167/90-ITA-I) dated 1st May, 1991 notifying "Selesion Province of Calcutta, (Northern India), Calcutta",

For :—by sub-clause (iv)

Read :—by sub-clause (v)

[Notification No. 9319/F. No. 197/167/90-ITA-I]

SHARAT CHANDRA, Under Secy.

(भाषिक कार्य विभाग)

नई दिल्ली, 19 अगस्त, 1993

का. मा. 1944.—जबकि केन्द्रीय सरकार की यह धारणा है कि बैंक नोट प्रेस, देवास, मध्य प्रदेश के श्री अमर लाल, काउन्टर के विरुद्ध विभागीय जांच करने के प्रयोजन से यह आवश्यक है कि सर्वश्री रावल दास राजानी सुपुत्र श्री फागून मल राजानी, निवासी 34, सरदार पटेल मार्ग, देवास, मध्य प्रदेश और कैलाश राजानी, सुपुत्र श्री रावल दास राजानी, निवासी 39, सरदार पटेल मार्ग, देवास, मध्य प्रदेश से किसी भी वस्तुओं को मंगाने के लिए अथवा गवाह के रूप में पेश होने के लिए उन्हें बुलाया जाए।

2. अतः, अब विभागीय जांच (साक्षियों की उपस्थिति का प्रवर्तन और वस्तुओं की प्रस्तुति) अधिनियम, 1972 (1972 का 18) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा स्थायी कारखाना, बैंक नोट प्रेस, देवास, मध्य प्रदेश के केमिस्ट ग्रेड-I श्री हीरालाल को जो इस मामले के जांच अधिकारी हैं, प्राधिकृत करती है कि वे उपर्युक्त व्यक्तियों की जांच के संबंध में उक्त अधिनियम की धारा 5 में विनिर्दिष्ट अधिकारों का प्रयोग करें।

[संख्या एफ. 8/2/93-करेंसी (बी. एन. पी.)]

जी. एस. प्रेवास, प्रवर सचिव

(Department of Economic Affairs)

New Delhi, the 19th August, 1993

S.O. 1944.—Whereas the Central Government is of opinion that for the purposes of the departmental inquiry against Shri Amarlal, Counter, Bank Note Press, Dewas, Madhya Pradesh, it is necessary to summon as witnesses or call for any document from S/Shri Rawal Dass Rajani son of Shri Phagoon Mal Rajani resident of 39, Sardar Patel Marg, Dewas, Madhya Pradesh and Kailash Rajani son of Shri Rawal Dass Rajani resident of 39, Sardar Patel Marg, Dewas, Madhya Pradesh.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Departmental Inquiries (Enforcement of Attendance of Witnesses and Production of Documents) Act, 1972 (18 of 1972), the Central Government hereby authorises the inquiry authority, Shri Hiralal, Chemist Grade I, Ink Factory, Bank Note Press, Dewas, Madhya Pradesh, to exercise the powers specified in section 5 of the said Act in relation to the inquiry of the persons aforesaid.

[No. F. 8/2/93-Cy. (BNP)]

G. S. PREWAS, Under Secy.

विदेश मंत्रालय

नई दिल्ली, 23 अगस्त, 1993

नई दिल्ली, 23 अगस्त, 1993

का. आ. 1945.—राजनयिक कौंसली अधिकारी (शपथ एवम् शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत के मुख्या कौंसला वास सान, फ्रांसिस्को में सहायक श्री डी के शर्मा को 19-2-93 को कौंसली एजेंट का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी-4330/1/92]

धर्म पाल, अवसर सचिव

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 23rd August, 1993

S.O. 1945.—In pursuance of clause (a) of Section 2 of the Diplomatic and Consular Officer (Oaths and Fees) Act, 1948, the Central Government hereby authorises Shri D. K. Sharma, Assistant in the Consulate General of India, San Francisco to perform the duties of Consular Agent with effect from 19-2-93.

[T. 4330/1/92]

DHARAM PAUL, Under Secy.

नई दिल्ली, 23 अगस्त, 1993

का. आ. 1946.—राजनयिक कौंसली अधिकारी (शपथ एवम् शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत के दूतावास, रियाध में सहायक श्री मोहन लाल को 21-12-92 से कौंसली एजेंट का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी-4330/1/92]

धर्म पाल, अवसर सचिव

New Delhi, the 23rd August, 1993

S.O. 1946.—In pursuance of clause (a) of Section 2 of the Diplomatic and Consular Officer (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri Mohan Lal, Assistant in the Embassy of India, Riyadh to perform the duties of Consular Agent with effect from 21-12-92.

[No. T. 4330/1/92]

DHARAM PAUL, Under Secy.

का. आ. 1947.—राजनयिक कौंसली अधिकारी (शपथ एवम् शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत के दूतावास, रियाध में सहायक श्री एस. एस. परवाना को 19-2-93 से कौंसली एजेंट का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी-4330/1/92]

धर्म पाल, अवसर सचिव

New Delhi, the 23rd August, 1993

S.O. 1947.—In pursuance of Clause (a) of Section 2 of the Diplomatic and Consular Officer (Oaths and Fees) Act, 1948, (41 of 1948), the Central Government hereby authorises Shri S. S. Parwana, Assistant in the Embassy of India, Riyadh to perform the duties of Consular Agent with effect from 19-2-93.

[No. T. 4330/1/92]

DHARAM PAUL, Under Secy.

नई दिल्ली, 23 अगस्त, 1993

का. आ. 1948.—राजनयिक कौंसली अधिकारी (शपथ एवम् शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत के मुख्या कौंसलावास, जेदाह में सहायक श्री उमा रमन को 19-2-93 से कौंसली एजेंट का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी-4330/1/92]

धर्म पाल, अवसर सचिव

New Delhi, the 23rd August, 1993

S.O. 1948.—In pursuance of Clause (a) of Section 2 of the Diplomatic and Consular Officer (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri Uma Raman, Assistant, in the Consulate General of India, Jedhah to perform the duties of Consular Agent with effect from 19-2-1993.

[T. 4330/1/92]

DHARAM PAUL, Under Secy.

नई दिल्ली, 23 अगस्त, 1993

का. आ. 1949.—राजनयिक कौंसली अधिकारी (शपथ एवम् शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत के मुख्या कौंसलावास, जेदा में सहायक श्री जे.

आर. कर्केटा को 21-12-93 से कोंवली एजेंट का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी—4330/1/92]

धर्म पाल, प्रवर सचिव

New Delhi, the 23rd August, 1993

S.O. 1949.—In pursuance of clause (a) of Section 2 of the Diplomatic and Consular Officer (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri J. R. Karketta, Assistant in the Consulate General of India, Jedhah to perform the duties of Consular Agent with effect from 21-12-92.

[T. 4330/1/92]

DHARAM PAUL, Under Secy.

शहरी विकास मंत्रालय

(दिल्ली प्रभाग)

नई दिल्ली, 25 अगस्त, 1993

का. प्रा. 1950.—जबकि, केन्द्रीय सरकार का अधोलिखित क्षेत्रों के बारे में दिल्ली की बृहद योजना/क्षेत्रीय विकास योजना में कुछ संशोधन करने का विचार है, जिन्हें दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 44 के उपबंधों के अनुसरण में दिनांक 29-10-91 को नोटिस संख्या-एफ. 20(15)/88—एम. पी. के साथ प्रकाशित किया गया था, जिसमें उक्त नोटिस जारी होने की तारीख से 30 दिन के भीतर उक्त अधिनियम की धारा 11-ए की उपधारा (3) में यथा अपेक्षित आपत्तियाँ/मुद्दाव आमंत्रित किए गए थे ;

और जबकि, उक्त प्रस्तावित संशोधन के बाबत प्राप्त आपत्तियों/मुद्दावों पर विचार किया गया है ;

और जबकि, केन्द्रीय सरकार ने दिल्ली बृहद योजना/क्षेत्रीय विकास योजना में संशोधन करने का निर्णय लिया है ;

अब अतः, उक्त अधिनियम की धारा 11-ए की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त दिल्ली बृहद योजना में, भारत के राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से निम्नलिखित संशोधन करती है :—

संशोधन

“जोन जी-14 (तिलक नगर क्षेत्र) में आने वाले पश्चिम में स्लम पुनर्वास स्कीम से और उत्तर में नाथे तथा मौजूदा सड़क से, दक्षिण में गुरुद्वारे और धार्य सनाज मंदिर से तथा सम्झी मंडी सी. जी. एच. एस. औषधालय तथा वि. न. नि. की बागवानी नर्सरी से घिरे हुए लगभग 1 हेक्टेयर (2.42 एकड़) क्षेत्र

के भूमि उपयोग को “घावातीय” उपयोग से “स्थानीय व्यावसायिक” उपयोग में बदलने का प्रस्ताव है।”

[सं. के.—13011/9/88—डी डी वी ए/आई वी]

एस. सी. सागर, प्रवर सचिव (डी. डी. आई वी.)

MINISTRY OF URBAN DEVELOPMENT
(Delhi Division)

New Delhi, the 25th August, 1993

S O 1950.—Whereas certain modifications, which the Central Government proposes to make in the Master Plan for Delhi/Zonal Development Plan regarding the areas mentioned thereunder were published with Notice No. F. 20(15)/88-MP dated 29-10-91 in accordance with the provisions of Section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions as required by sub-section (3) of Section 11A of the said Act, within thirty days from the date of the said notice;

And whereas objections/suggestions received have been considered with regard to the said proposed modification;

And whereas the Central Govt. have decided to modify the Master Plan for Delhi/Zonal Development Plan;

Now therefore, in exercise of the powers conferred by sub-section (2) of Section 11A of the said Act, the Central Government hereby makes the following modification in the said Master Plan for Delhi w.e.f. the date of publication of this Notification in the Gazette of India.

MODIFICATION :

“The land use of an area measuring about 1 hect. (2.47 acres) falling in Zone G-14 (Tilak Nagar) bounded by slum rehousing scheme in the West Nalla and existing road in the North Gurudwara and Arya Samaj Mandir in the South and vegetable market C.G.H.S. Dispensary and M.C.D. Horticulture nursery is proposed to be changed from ‘residential use’ to ‘local commercial’.

[No. K-13011/9/88-DDVA/IB]

S. C. SAGAR, Under Secy. (DDIB)

पट्टोलियम और प्राकृतिक गैस विभाग

नई दिल्ली, 3 नवम्बर, 1993

का. प्रा. 1951.—केन्द्रीय सरकार ने पट्टोलियम और खनिज पदार्थों का भूमि में उपयोग के अधिकार का वर्जन अधिनियम, 1962 (1962 का 59) (जिसे इसने इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अन्तर्गत जारी की गई भारत सरकार के पट्टोलियम और प्राकृतिक गैस मंत्रालय का अधिसूचना सं. का. प्रा. 2810 तारीख 3 नवम्बर, 1990 द्वारा पट्टोलियम के परिवहन के लिए पदार्थावहन दिशानिर्देश के प्रयोग के अधिनियम में संशोधन अधिसूचना में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के वर्जन के लिए प्रा. प्रणय की घोषणा की थी ;

और राजपत्र में अधिसूचना की प्रतियाँ जनता की तारीख 7 नवम्बर, 1990 को उपलब्ध कर दी गई थी ;

और उक्त अधिनियम की धारा 6 की उपधारा (1) में अनुसूचक में सूचित प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है ;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाए;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जन करने की घोषणा करती है ;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय सभी विलक्षणताओं से रहित इच्छित आयन कार्पोरेशन में निहित होगा ।

अनुसूची

तहसील : मानसा	जिला : मानसा	राज्य : पंजाब			
गांव का नाम	हदबस्त नं.	मुस्ततिल नं.	क्षेत्रफल	हैक्टर	और वर्ग-मीटर
1	2	3	4	5	6
अकलिया	6	72			
		10	0	11	63
		74			
		2	0	12	39
		98			
		25/2	0	11	63
		100			
		7/1	0	06	07
		130			
		21	0	02	53

[गंठ्या : आर-31015/11/93-ओ. आर.-I]

कुलदीप सिंह, अध्वर रावत

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 3rd September, 1993

S.O. 1951.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 2810, dated the 3rd November, 1990, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on the 7th November, 1990;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made its report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest free from all encumbrances in the Indian Oil Corporation Limited.

Schedule

Tehsil : Mansa	District : Mansa	State: Punjab			
Name of village	Hadbast No.	Mustatcel/ Killa No.	Area		
			Hec- tare	Are	Cent- are
1	2	3	4	5	6
Aklia	6	72			
		10	0	11	63
		74			
		2	0	12	39
		98			
		25/2	0	11	63
		100			
		7/1	0	06	07
		130			
		21	0	02	53

[No. R-31015 /11/93-OR-I]

KULDIP SINGH, Under Secy.

नई दिल्ली, 3 सितम्बर, 1993

का. आ. 1951--केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसने इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस संसार का अधिसूचना सं. का. आ. 2811 तारीख 3 नवम्बर, 1990 द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के बारे में घोषणा की थी ;

और राजावृत्ति अधिसूचना की प्रतियां जनता को तारीख 7 नवम्बर, 1990 को उपलब्ध करा दी गई थी ;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अध्यात्म से सशम अधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जन करने की घोषणा करती है ;

यह और कि केन्द्रीय सरकार का धारा की उपाय (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी वित्तलों में से रहित, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

आमुख

तहसील : सुनाम	जिला : संगरूर	राज्य : पंजाब			
गांव का नाम	हदबस्त बं.	मुस्तातेल/ किला नं.	क्षेत्रफल हेक्टर	घर	वर्ग- मीटर
1	2	3	4	5	6
सहल	131	22 15	0	05	06
मन्शीवाला	135	10 25	0	02	53
समुरान	134	16 4 19 11/2	0	14	67
कमलपुर	126	120 2	0	14	93
खनाल कला	122	50 5 51 18/2 118 19 24 130 14 144 24	0	02	78
गोबिन्दपुर नररी	57	41 16/1	0	01	01
महला	54	58 24	0	01	77

[संख्या आर-31015/11/93-अं. आर-I]

कुलदीप सिंह, अवर सचिव

New Delhi, the 3rd September, 1993

S.O. 1952.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 2811, dated the 3rd November, 1990, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended

to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on the 7th November, 1990;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the schedule appended to this notification should be acquired;

Now therefore in exercise of the powers conferred by sub-section (1) of section 6 of the said Act the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest free from all the encumbrances, in the Indian Oil Corporation Limited.

Schedule

Tehsil : Sunam District : Sangrur State : Punjab

Name of Village	Hadbast No.	Mustateel/ Killa No.	Area Hec- tare	Are Centi- tiare
1	2	3	4	5
Schal	131	22		
		15	0	05 06
Manshiwala	135	10		
		25	0	02 53
Samuran	134	16		
		4	0	14 67
		19		
		11/2	0	05 82
Kamalpur	126	120		
		2	0	14 93
Khanal Kalan	122	50		
		5	0	02 78
		51		
		18/2	0	05 57
		118		
		19	0	12 90
		24	0	12 90
		130		
		14	0	03 29
		144		
		24	0	09 11

1	2	3	4	5	6
Gobindpur Nagri	57	41			
		16/1	0	01	01
Mohlan	54	58			
		24	0	01	77

[No R-31015/11/93-O.R.-I]

KULDIP SINGH, Under Secy.

नई दिल्ली, 3 सितम्बर, 1993

का. आ. 1953--केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 832 तारीख 23 मार्च, 1991 द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 8 अप्रैल, 1991 को उपलब्ध करा दी गई थी ;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है ;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है ;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विलम्बियों से रहित, इंडियन ऑयल कारपोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : संगरूर	जिला : संगरूर	ग्राम : पंगवाल			
गांव का नाम	हदबस्त नं.	मुस्ततिल नं./ किला नं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग-मीटर
1	2	3	4	5	6
उपली	7	2143	0	06	58
लौंगोवाल	4	289			
		1	0	12	39
		308			
		5	0	02	02
		260			
		18/1	0	03	29
		267			
		11/2	0	12	14

[संख्या: आर-31015/11/93-ओ. आर.-I]

कुलदीप सिंह, अवर सचिव

New Delhi, the 3rd September, 1993

S.O. 1953.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 832, dated the 23rd March, 1991, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on the 8th April, 1991;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest free from all encumbrances in the Indian Oil Corporation Limited.

Schedule

Tehsil : Sangrur District : Sangrur State : Punjab

Name of Village	Hadbast No.	Mustateel/ Killa No.	Area Hec-tare	Are Centiare
1	2	3	4	5
Upli	7	2143	0	05 58
Longowal	4	289		
		1	0	12 39
		308		
		5	0	02 02
		260		
		18/1	0	03 29
		267		
		11/2	0	12 14

[No. R-31015/11/93-O.R.-I]

KULDIP SINGH, Under Secy.

नई दिल्ली, 3 सितम्बर, 1993

का.आ. 1954--केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 833 तारीख 23 मार्च, 1991 द्वारा पेट्रोलियम के परिवहन के लिए

पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अन्तर्गत आशय की घोषणा की थी; और राजपत्रित अधिसूचना की प्रतियाँ जनता को तारीख 8 अप्रैल, 1991 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित किया जाय;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त शक्तियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय, सभी विवरणों से रहित, इंडियन ऑयल कॉर्पोरेशन में निहित होगा।

अनुसूची

तहसील : बरनाला		ज़िला : संगरूर		राज्य : पंजाब	
गांव का नाम	हस्तगत न.	मुस्ततिल	क्षेत्रफल		
		नं./ सिक्का नं./	हेक्टर	आर	वर्ग- मीटर
1	2	3	4	5	6
अगापान राजा	79	108			
		24	0	12	40
		109			
		25/2	0	02	53
		123			
		13	0	11	39
बोटदूसा	80	14/2	0	06	57
		43			
		25	0	03	04
		52			
बीनीचरता	75	13/2	0	07	33
		738	0	12	40
कपौली कला	53	2399	0	04	56
		355			
		1	0	12	40
		2/1	0	06	07
		2/2	0	06	07
		3	0	12	39

1	2	3	4	5	6
		4	0	12	39
		5	0	12	40
		360			
		2	0	01	01

[संख्या आर-31015/11/93-ओपार-3]

कुलदेव सिंह, सचिव

New Delhi, the 3rd September, 1993

S.O. 1954.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 833, dated the 23rd March, 1991, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on the 8th April, 1991;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest free from all encumbrances in the Indian Oil Corporation Limited.

Schedule

Tehsil : Barnala		District : Sangrur		State : Punjab		
Name of Village	Habast No.	Mustateel/ Killa No.	Area			
			Hec- tare	Are	Centiare	
1	2	3	4	5	6	
Aspal Kalan	79	108				
		24	0	12	40	
		109				
		25 1/2	0	02	53	
		123				
		13	0	11	79	
Kot Duna	80	14 1/2	0	06	57	
		43				
		25	0	01	04	

1	2	3	4	5	6
Kot Duna (Cont'd.)		52			
		13/2	0	07	33
Bhani Fatcha	75	768	0	12	40
		2399	0	04	56
Pakho Kalan	53	355			
		1	0	12	40
		2/1	0	06	07
		2/2	0	06	07
		3	0	12	39
		4	0	12	39
		5	0	12	40
		360			
		2	0	01	01

[No. R-31015/11/93-O.R.]
KULDIP SINGH, Under Secy.

नई दिल्ली, 3 मितम्बर, 1993

कां० 1955 :—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज वाहप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं० कां० 835 तारीख 23 मार्च, 1991 द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी; और राजपत्रित अधिसूचना की प्रतियाँ जनता को तारीख 8 अप्रैल, 1991 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाए;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय सभी विवरणों में नष्ट, इस्त्रिय ऑयल कॉर्पोरेशन में निहित होगा।

1	2	3	4	5	6
		230			
		4	0	09	11
खोखर	1	767/1	0	23	27
		855/2	0	05	56
कूड़े	3	159/1	0	15	43
		166/1/1	0	01	52
		604/2	0	15	43
संयुक्त	11	89/2/1	0	02	53

[संख्या आर-31015/11/93-ओ०आर-II]

कुलदीप सिंह, अवर सचिव

New Delhi, the 3rd September, 1993

S.O. 1955.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 835, dated the 23rd March, 1991, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on the 8th April, 1991;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest free from all encumbrances in the Indian Oil Corporation Limited.

Schedule

Tehsil : Phul District : Bhatinda State : Punjab					
Name of Village	Hadbast No.	Mustateel/Killa No.	Area		
			Hec-tare	Are	Cen-tiare
1	2	3	4	5	6
Chauke	450	212			
		25/1	0	04	81

अनुसूची					
तहसील : फूल	जिला : बटिंडा	राज्य : पंजाब			
गाँव का नाम	हदबस्त नं०	पुस्तकीय नं०/किसान नं०	क्षेत्रफल	हैक्टर	अरर बर्ग-मीटर
चाउके	450	212			
		25/1	0	04	81

1	2	3	4	5	6
Chauke (Contd.)		230			

New Delhi, the 3rd September, 1993

		4	0	09	11
Khokhar	1	767/1	0	23	27
		855/2	0	05	56
Dhade	3	159/1	0	15	43
		166/1/1	0	01	52
		604/2	0	15	43
Jhanduke	11	89/2/1	0	02	53

[No. R-31015/11/93-O.R.-I]
KULDIP SINGH, Under Secy.

नई दिल्ली, 3 सितम्बर, 1993

का.प्रा. 1956:—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पादार्थान (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय अधिसूचना सं. का.प्रा. 836 तारीख 23 मार्च, 1991 द्वारा पेट्रोलियम के परिवहन के लिए पादार्थान बिछाने के प्रयोगार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय को घोषणा की थी ;

और राष्ट्रपति अधिसूचना की प्रतियां जनता का तारीख 8 अप्रैल, 1991 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सूक्ष्म प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाय;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, उपयोग के अधिकार अर्जन करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय, सर्वाधिकारों से रहित, दृष्टिगत औद्योगिक कॉर्पोरेशन में निहित होगा।

अनुसूची		अनुसूची		अनुसूची	
तहसील : भटिंडा		जिला : भटिंडा		राज्य : पंजाब	
गांव का नाम	हदबस्त नं.	मुस्तौल नं.	क्षेत्रफल	क्षेत्रफल	क्षेत्रफल
		किला नं.	हैक्टर	अर	वर्गमीटर
1	2	3	4	5	6
तुंगवाली	208	207			
		19/1	0	02	02
		230			
		5	0	12	39
		231			
		4	0	00	51

[संख्या प्रा. 31015/11/93-ओ.प्रा.-I]

कुलदीप सिंह, अवर सचिव

S.O. 1956.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 836, dated the 23rd March, 1991, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on the 8th April, 1991;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest free from all encumbrances in the Indian Oil Corporation, Limited.

Schedule

Tehsil : Bhatinda	District : Bhatinda	State : Punjab			
Name of Village	Hadbast No.	Mistated Killa No.	Area		
			Hec- tare	Arc	Centiare
1	2	3	4	5	6
Tungwali	208	<u>207</u>			
		19/1	0	02	02
		<u>230</u>			
		5	0	12	39
		<u>231</u>			
		4	0	00	51

[No. R-31015/11/93-O.R.-I]
KULDIP SINGH, Under Secy.

नई दिल्ली, 3 सितम्बर 1993

का.प्रा 1957 :—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पादार्थान (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय अधिसूचना सं. का.प्रा. 177 से 181 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.प्रा. 140, तारीख 23 मार्च, 1991 द्वारा केन्द्रीय सरकार के उक्त अधिसूचना से संलग्न

अनुसूची में उल्लिखित भूमि का अधिग्रहण करने की अपने आशय की सूचना दी थी।

और केन्द्रीय सरकार के ध्यान में यह लाया गया है कि राजपत्र में उक्त अधिसूचना के प्रकाशन में मृदण संबंधी कुछ त्रुटियाँ रह गई हैं।

अतः अब, उक्त अधिनियम की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उक्त अधिनियम के संलग्न अनुसूची में निम्नलिखित संशोधन करती है :-

पृष्ठ संख्या 177 : धारण गांव के किला संख्या 58/7 के सामने, स्तम्भ 5 के नीचे, '23' के स्थान पर '13' पढ़ें।

पृष्ठ संख्या 179 : स्तम्भ 1 के नीचे गांव का नाम 'इली' के स्थान पर 'कटकी' पढ़ें।

रुहेतपुर गांव के स्तम्भ 3 के नीचे, किला संख्या '113' के स्थान पर "11/3" पढ़ें।

पृष्ठ संख्या 181 : रोहताई गांव के किला संख्या 118/3/1, 3 के सामने, स्तम्भ 6 के नीचे, '26' के स्थान पर "76" पढ़ें।

ऐसी भूमि में किसी व्यक्ति या व्यक्ति संगोष्ठन द्वारा विधायक या जिनका कोई व्यक्ति इस अधिसूचना के जारी किए जाने के एकसम दिन के भीतर उक्त भूमि के सम्पूर्ण या किसी भाग के या उक्त भूमि में या उस पर के किसी अधिकार के अधिन किण् जने के विरुद्ध उक्त अधिनियम की धारा 5 की उपधारा (1) के निर्बंधनों के अनुसार आक्षेप कर सकेगा।

स्पष्टीकरण : इस अधिसूचना के द्वारा संशोधित गांव के नाम, गुरा म. व क्षेत्र की कायद ही उक्त अधिनियम की धारा 5 की उपधारा (1) के निर्बंधनों के अनुसार एकसम दिन की उक्त शर्त पर इस अधिसूचना की प्रतियाँ पत्रों को उपलब्ध किए जाने की तारीख में प्रारम्भ होती।

[सं. आर-31015/12/93 ओ आर-1]

कुलदीप सिंह, अवर सचिव

New Delhi, the 3rd September, 1993

S.O. 1957.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 140, dated the 23rd January, 1993, published in the Gazette of India, Part II, Section 3, Sub-section (ii), at page 181 to 185 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government gave notice of its intention to acquire the lands specified in the Schedule appended to that notification;

And whereas, it has been brought to the notice of the Central Government that certain errors of printing nature have occurred in the publication of the said notification in the Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the said Act, the Central Government hereby amends the Schedule appended to the said notification as follows:

at page 181, in column 1, for 'Dharam' read 'Dharan';

at page 182, in village Machhroli, against killa No. 34/18/3, in column 6, for '52' read '53';

at page 184, in village Bharawas, in column 3, for killa No. '09' read '49';

at page 185, in village Chandawas, against killa No. 17/22, in column 6, insert '06';

Any person interested in any land in respect of which the above amendment has been issued, may within twenty one days of the issue of this notification, object to the acquisition of the whole or any part of the said land or any right in or over such land in terms of sub-section (1) of section 5 of the said Act.

Explanation.—In respect of the lands, killa Nos. and area amended through this notification only, the said period of twenty one days in terms of sub-section (1) of section 5 of the said Act starts running from the date the notification is made available to the public after publication in the Gazette.

[No. R-31015/12/93-ORI]

KULDIP SINGH, Under Secy.

नई दिल्ली, 3 सितम्बर, 1993

का.आ. 1958—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी और भारत सरकार के राजपत्र के भाग-II, खण्ड-3, उपखण्ड (ii) की पृष्ठ सं. 239 से 249 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस संवाहक की अधिसूचना का.आ. सं. 184, तारीख 30 जनवरी, 1993 द्वारा केन्द्रीय सरकार के उस अधिसूचना में संलग्न अनुसूची में उल्लिखित भूमि का अधिग्रहण करने की अपने आशय की सूचना दी थी।

और केन्द्रीय सरकार के ध्यान में यह लाया गया है कि राजपत्र में उक्त अधिसूचना के प्रकाशन में मृदण संबंधी कुछ त्रुटियाँ रह गई हैं।

अतः अब, उक्त अधिनियम की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उक्त अधिनियम के संलग्न अनुसूची में निम्नलिखित संशोधन करती है :-

पृष्ठ संख्या 239 : ककाना भादरी गांव के स्तम्भ 3 के नीचे किला संख्या '31/20/7/3' पर '31/20/2/3' पढ़ें।

शामड़ी बुरान गांव के किला संख्या 8/15/2 एवं कायथ गांव के किला संख्या 22 के मध्य, तहसील का नाम 'पानीपत' एवं जिला का नाम 'पानीपत' निवेश करें।

कालखा गांव के किला संख्या 129/2 के सामने, स्तम्भ 5 के नीचे "00" के स्थान पर '09' पढ़ें।

पृष्ठ संख्या 240 : रजापुर गांव के किला संख्या 13/1/3 एवं गाजब्रड गांव के किला संख्या 17 के मध्य, तहसील का नाम 'करनाल' एवं जिला का नाम 'करनाल' निवेश करें।

डाचर गांव के किला संख्या 260/23/1 के सामने, स्तम्भ 6 के नीचे, '83' के स्थान पर '82' पढ़ें।

डाचर गांव के किला संख्या 305/2 एवं पवाना हसनपुर गांव के किला संख्या 7 के मध्य तहसील का नाम 'असंध' एवं जिला का नाम 'करनाल' निवेश करें।

पवाना हसनपुर गांव के किला संख्या 7/16 के सामने स्तम्भ 6 के नीचे, '36' के स्थान पर '39' पढ़ें।

पृष्ठ संख्या 242: स्तम्भ 1 के नीचे गांव का नाम 'शेखपुर मंचूरी' के स्थान पर 'शेखपुर मंचूरी' पढ़ें।

यथा संशोधित शेखपुर मंचूरी गांव के किला संख्या 213/25/2 के सामने, स्तम्भ 6 के नीचे, '20' के स्थान पर '30' पढ़ें।

करसा चौर गांव के स्तम्भ 3 के नीचे, किला संख्या '35/5' के स्थान पर '25/5' पढ़ें।

डींग गांव के स्तम्भ 4 के नीचे किला संख्या 335 में पहले '25' के स्थान पर '25/1' पढ़ें।

यथा संशोधित किला संख्या '25/1' के सामने, स्तम्भ 3 एवं 4 के मध्य में संख्या 1 निकाल दें।

रुगसाना गांव के स्तम्भ 3 के नीचे, किला संख्या '82/23' के स्थान पर '82/21' पढ़ें।

रुगसाना गांव के किला संख्या 109/16/1 एवं डींग गांव के किला संख्या 7 के मध्य तहसील का नाम 'कैथल' एवं जिला का नाम 'कैथल' निवेश करें।

पृष्ठ संख्या 246: पत्ती कायथ सेठ गांव के किला संख्या 52/14 के स्तम्भ 4 के नीचे '1' के स्थान पर '0' पढ़ें।

पृष्ठ संख्या 247: पत्ती कायथ सेठ गांव के किला संख्या 131/16 के सामने, स्तम्भ 6 के नीचे, '86' के स्थान पर '26' पढ़ें।

पृष्ठ संख्या 248: खुराना गांव के स्तम्भ 3 के नीचे, किला संख्या "114/6/1/2" के स्थान पर '114/8/1/2' पढ़ें।

ऐसी भूमि में जिसकी वास्तव उपयोग संशोधन जारी किया गया है, हिनबद्ध कोई व्यक्ति इस अधिसूचना के जारी किए जाने के इक्कीस दिन के भीतर उक्त भूमि के सम्पूर्ण

या किसी भाग के या उक्त ऐसी भूमि में या उस पर के किसी अधिकार के अर्जित किए जाने के विरुद्ध उक्त अधिनियम की धारा 5 की उपधारा (1) के निबंधनों के अनुसार आक्षेप कर सकेगा।

स्पष्टीकरण: इस अधिसूचना के द्वारा संशोधित गांव के नाम, खसरा सं. व क्षेत्रफल की बाबत ही उक्त अधिनियम की धारा 5 उपधारा (1) के निबंधनों के अनुसार इक्कीस दिन की उक्त अवधि इस अधिसूचना की प्रतियां जनता को उपलब्ध किए जाने की तारीख से आरम्भ होगी।

[सं. आर.-31015/14/93-ओ आर-I पार्ट-I]

कुलदीप सिंह, अवसर सचिव

New Delhi, the 3rd September, 1993

S.O. 1958.—Whereas by the notification of the Government of India in the ministry of Petroleum and Natural Gas No. S.O. 184, dated the 30th January, 1993, published in the Gazette of India, Part-II, Section 3, Sub-section (ii), at page 249 to 257, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government gave notice of its intention to acquire the lands specified in the schedule appended to that notification;

And whereas, it has been brought to the notice of the Central Government that certain errors of printing nature have occurred in the publication of the said notification in the Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the said Act, the Central Government hereby amends the schedule appended to the said notification as follows :

at page 249, after killa no. 8/15/2 of village Shamri Buran and before kila no 22 of village Kayath, insert "Tehsil : Panipat , District : Panipat, State : HARYANA"

at page 250, after killa no. 13/1/3 of village Razapur and before killa no. 17 of village Ganjbud, insert "Tehsil : Karnal : District : Karnal State : HARYANA", after killa no. 305/2 of village Dachar and before killa no. 7 of village Pabana Hassanpur, insert "Tehsil : Assandh District : Karnal, State : Haryana";

at page 252, after killa no. 109/16/1 of village Rugsana and before killa no. 7 of village Deeg, insert "Tehsil : Kaithal District : Kaithal State : HARYANA";

in village Shekhpur Manchuri, against killa no. 213/12, in column 5, for '04' read '01';

at page 253, in village Jatheri, against killa no. 21/17/72, in column 6, for '5' read '56';

at page 255, in column 1, for the words 'Patti Layath' read 'Patti Kayath Seth';

at page 257, in village Patti Afgan, against killa no. 34/5, in column 5, for '15' read '00', in column 6 for '43' read '76';

after killa no. 34/5, in column 3, insert '6', in column 4, '0', in column 5 '15', in column 6, '43';

in column 3, after killa no. 59/5/2, for killa no. 59/6/2, read '59/6/1';

Any person interested in any land in respect of which the above amendment has been issued, may within twenty one days of the issue of this notification, object to the acquisition of the whole or any part of the said land or any right in or over such land in terms of sub-section (1) of section 5 of the said Act.

Explanation.—In respect of the said lands, killa nos. and area mended through this notification only, the said period of twenty one days in terms of sub-section (1) of section 3 of the said Act starts running from the date the notification is made available to the public after publication in the Gazette.

[No. R-31015/14/93-ORI-Pt.1]

KULDIP SINGH, Under Secy.

गई दिल्ली, 3 सितम्बर, 1993

का आ. 1959.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाहपलाह्न (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक तैल मंत्रालय का अधिसूचना सं. का. आ. 184 तारीख 8 जनवरी, 1993 द्वारा, जो भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 30 जनवरी, 1993 में प्रकाशित की गई थी, पेट्रोलियम के परिवहन के लिए पाहपलाह्न बिछाने के प्रयोजनार्थ उक्त अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने प्राप्ति की घोषणा की थी ;

राजपत्रित अधिसूचना की प्रतियां जमला को तारीख 26 फरवरी, 1993 को उपलब्ध करवा दी गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाए;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रयत्न शक्तियों का प्रयोग करते हुए, इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है ;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विनियमनों से रहित, इंडियन ऑयल कॉरपोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : गोहाना	जिला : सोनीपत	राज्य : हरियाणा
शक्ति का नाम	हवेली नं.	मुस्ततिल नं / किला नं.
		हेक्टर भार वर्गमीटर
1	2	3

गिहाना	74	79
		4/1/2
		0 00 25

1	2	3	4	5	6
भैरवाणफला	68	92			
मोठान		05	0	11	38
		06	0	10	62
		07	0	01	01
		14	0	07	59
		15	0	04	05
		16	0	03	04
		17	0	04	05
		24	0	11	38
ककाना बादरी	57	31			
		20/2/2	0	03	28
		46			
		17/1	0	10	62
		60			
		18	0	05	56
लाठ	65	37			
		23	0	08	86
खानपुर कला	56	70			
		26	0	30	85
		147			
		2	0	09	36
		164			
		10	0	12	40
		184			
		26	0	14	67
शामडीबुरान	53	2			
		15/2	0	02	02
		16	0	09	36
		25	0	10	37
		8			
		15/2	0	00	51
तहसील : असन्ध	जिला : करनाल				
पबाना हसनपुर	72	7			
		1	0	10	62
		2	0	03	29
		8	0	06	07
		9	0	11	89
		10	0	00	25
		13	0	09	36

1	2	3	4	5	6	1	3	3	4	5	6
पञ्चाना हसनपुर—जारी	14		0	09	36	पञ्चाना हसनपुर—जारी	50				
	17		0	05	56		--				
	25		0	02	78		1		0	11	38
	8						8		0	01	01
	--						9		0	13	66
	20		0	00	05		10		0	04	55
	21		0	14	17		12		0	01	52
	22		0	02	02		14		0	03	54
	13						16		0	06	58
	--						17		0	12	39
	11		0	00	05		18		0	00	10
	19		0	01	01		25		0	08	60
	21		0	01	01		51				
	22		0	34	16		--				
	23/1		0	02	53		21		0	09	11
	23/2		0	01	77						
	14						69				
	--						--				
	1		0	00	51		20		0	08	85
	2		0	13	41		21		0	06	32
	3/2		0	00	51		22		0	12	39
	7		0	09	11		23		0	00	10
	8		0	10	62		70				
	15		0	11	38		--				
	16		0	02	78		2		0	13	15
	21						3		0	00	25
	--						7		0	02	53
	3		0	11	38		8		0	14	67
	4		0	07	08		9		0	02	28
	6		0	10	88		13		0	00	25
	7		0	08	10		14		0	12	90
	15		0	04	55		15		0	05	82
	22						16		0	10	12
	--						88				
	11		0	13	15		--				
	12		0	00	25		2		0	02	53
	18		0	02	28		4		0	01	52
	19		0	14	67		6		0	04	55
	20		0	02	28						
	22		0	00	51		102				
	23		0	13	15		--				
	24		0	05	06		11		0	01	52
	38						19		0	00	51
	--						20		0	12	14
	4		0	10	62		21		0	01	77
	5		0	08	85		22/1		0	08	60
	6		0	04	55		22/2		0	04	55
	49						129				
	--						--				
	5		0	07	84		13/2		0	01	52
							145				
							--				
							10		0	09	36

1	2	3	4	5	6	1	2	3	4	5	6
पाड़ा	48	135				ठरवा मजरा—जारी		16/2	0	05	56
								17	0	09	36
		7/2	0	00	25						
		8	0	14	16			37			
		9	0	03	04						
		13/1	0	02	28			1	0	10	12
		13/2	0	00	51			2	0	06	58
		14	0	13	12			9/2	0	03	03
		15	0	00	25			13	0	09	36
		16	0	14	42			17/1	0	06	33
		25	0	01	77						
								38			
		136						21	0	08	09
		20	0	00	51						
		21	0	14	42	अलावला	65	49			
		22	0	00	51			9	0	07	33
								12	0	08	85
		173						13	0	07	84
								56			
		11	0	00	00						
		12	0	12	14			1	0	09	6
								25	0	11	38
कुड़ुखाम	73	4						60			
		1	0	03	04			10	0	04	30
		13	0	05	82			12	0	05	31
		16	0	10	12			13	0	09	61
		15						18	0	03	54
		2	0	11	38						
		8	0	11	63						
		9	0	05	06	शेखपुरा मन्थूरी	66	198			
		13	0	04	55			25	0	07	08
		16	0	12	90						
		17	0	04	05			199			
		25	0	04	05			21	0	00	25
		16									
		21	0	02	78			212			
								21	0	01	01
ठरवा-माजरा	68	13						213			
		9	0	02	27			1	0	14	16
		12	0	00	25			2	0	00	51
		13	0	12	90			8	0	00	76
		14	0	02	27			9	0	14	42
		16	0	03	54			10	0	03	77
		13						12	0	01	52
		24	0	00	00			13	0	14	67
		20						14	0	01	01
		14	0	05	31			16/2	0	00	05
								16/3	0	01	26

1	2	3	4	5	6	1	2	3	4	5	6
येह बड़ेला—जारी						येह बड़ेला—जारी					
29	9					29	23/1	0	02	78	
	4	0	16	19			23/2	0	02	02	
	5	0	00	76			24	0	13	67	
	6	0	14	67			25	0	00	25	
	7	0	01	01			40				
	15	0	00	51			5	0	04	05	
	11						6	0	07	34	
	3	0	00	51			52				
	4	0	14	42			4	0	03	03	
	5	0	01	52			5	0	14	92	
	6	0	13	65			6	0	00	25	
	7	0	00	25			53				
	15	0	00	05			1	0	01	01	
	12						9	0	02	28	
	10	0	01	77			10	0	13	66	
	11	0	14	67			12	0	11	63	
	12	0	02	28			13	0	04	55	
	18	0	01	01			53				
	19/1	0	11	38			17	0	06	58	
	19/2	0	00	76			18	0	11	13	
	22	0	00	05			24	0	06	83	
	23	0	12	65			25	0	07	33	
	24/1	0	03	04			55				
	23							0	10	62	
	10	0	04	30			10	0	06	07	
	11	0	12	14			56				
	18	0	05	06			5	0	07	34	
	19/1	0	05	56			15				
	19/2	0	06	07			11	0	04	55	
	23	0	11	38			12	0	07	08	
	24	0	05	82			17	0	02	78	
	24						18	0	13	40	
	4	0	13	15			19	0	05	06	
	5/1	0	02	28			23	0	00	25	
	6	0	11	88			24	0	07	84	
	30						25/1	0	04	05	
	4	0	10	62			25/2	0	05	32	
	5	0	05	82			16				
	6	0	05	56			21	0	00	51	
	31						21				
	12	0	03	03			1	0	13	40	
	18	0	06	58			2	0	09	36	
	19	0	09	11			7	0	06	07	
	24	0	00	76			8	0	13	92	
	39						9	0	04	55	
	10	0	09	86			14	0	14	42	
	11	0	06	58			15	0	01	26	
	12/1	0	05	06			16/1	0	00	51	
	12/2	0	05	31			16/2	0	02	27	
	18/1	0	04	30			16/3	0	00	51	
	18/2	0	07	33			17/1	0	01	77	
	19	0	05	06							

1	2	3	4	5	6	1	2	3	4	5	6
जटहे कुँ—जारी	28	17/3	0	00	51	नरङ—जारी	37	5	0	03	79
		24	0	07	58			6	0	12	14
		25	0	01	01						
		22						7			
		5	0	01	53			10	0	04	55
		24						11	0	11	38
		4	0	06	32			12	0	06	07
		5/1	0	00	51			18	0	07	08
		5/2	0	02	78			19	0	10	12
		6/1	0	08	09			23	0	08	85
		6/2	0	04	30			24	0	08	09
		7	0	02	02						
		15	0	02	02			15			
		25						10	0	10	12
		10	0	00	25			11	0	06	07
		11/1	0	08	60			12	0	10	87
		11/2	0	06	07			18/1	0	10	87
		12/2	0	00	25			18/2	0	01	01
		18	0	00	25			19	0	05	31
		19	0	15	43			23/1	0	04	30
		20	0	01	77			24	0	12	64
		23	0	02	28						
पुडरी	26	200						16			
		22/1	0	06	32			4	0	07	08
ककौत	5	23						5/1	0	06	33
		3	0	00	25			5/2	0	00	76
		92						6/1	0	06	06
		17	0	04	05			22			
सुदरी	6	99						4/1	0	02	28
		21	0	02	78			4/2	0	01	53
कुलटारन	27	66						5	0	10	12
		11	0	00	25			6	0	00	25
नरङ	37	4						23			
		10	0	00	51			9	0	00	51
		11	0	14	42			10/1	0	12	90
		12	0	01	01			10/2	0	00	76
		18	0	01	77			11	0	01	26
		19	0	14	92			12	0	14	92
		20	0	00	76			13	0	01	01
		22	0	00	25			17	0	01	26
		23	0	14	42			18	0	14	67
		24	0	03	03			19	0	00	76
		5						23	0	00	51
		4	0	01	01			24	0	14	92
		5	0	00	25			25	0	01	77
		6	0	14	93						
		7	0	01	77			30			
		15	0	00	76			1	0	02	53
		6						9	0	03	54
		3	0	00	05			10	0	13	66
		4	0	13	40			12	0	12	90

1	2	3	4	5	6	1	2	3	4	5	7
नरङ्ग—जारा 37	13	0	04	30	नरङ्ग—जारा 37	71					
	17	0	04	55		11	0	01	78		
	18	0	12	14		72					
	24	0	11	38		2	0	10	88		
	25/1	0	03	79		3	0	09	62		
	25/2	0	01	26		6	0	01	26		
	31					7	0	14	16		
	4	0	00	25		8	0	05	31		
	5	0	13	41		14	0	00	51		
	44					15	0	13	41		
	4	0	02	02	पञ्जी कायथ सेट 24	35					
	5	0	09	61		20	0	02	78		
	6	0	02	02		21/1	0	11	38		
	7	0	09	61		21/2	0	00	10		
	24	0	07	33		52					
	17	0	10	62		1/1	0	00	76		
	23	0	00	25		1/2	0	08	34		
	24	0	11	13		2	0	00	05		
	50					8	0	00	76		
	10	0	02	28		9/1	0	03	54		
	11	0	12	40		9/2	0	08	60		
	12	0	08	09		10	0	02	78		
	17/2	0	00	51		12	0	01	01		
	18	0	17	40		13/1	0	01	01		
	19	0	06	83		13/2	0	10	83		
	23	0	01	52		16	0	05	06		
	24	0	14	41		17/1	0	13	15		
	25/1	0	05	06		25/2	0	10	62		
	51					53					
	3	0	02	53		21	0	07	59		
	4	0	12	90		66					
	6/1	0	05	81		1	0	07	84		
	6/2	0	07	08		2	0	10	37		
	7	0	03	29		8	0	08	60		
	15	0	00	10		9	0	04	55		
	67					13/1	0	08	35		
	5	0	08	09		13/2	0	03	29		
	68					14	0	01	52		
	1	0	10	37		17	0	13	66		
	8	0	01	52		18	0	00	25		
	9	0	11	42		24	0	04	81		
	10	0	04	55		25	0	09	11		
	12	0	00	51		87					
	13	0	13	41		5	0	11	13		
	14	0	07	08		6	0	00	05		
	16	0	12	39		88					
	17	0	07	84		1	0	02	02		
	25	0	01	53		10	0	12	14		
	69					11	0	03	79		
	20	0	00	25		12	0	10	12		
	21	0	14	67		18	0	03	54		
	22	0	03	79							

1	2	3	4	5	6	1	2	3	4	5	6
पत्ता कायथ सठे—जारी 24	19	0	08	85		पत्ता अफगान—जारी 23	20	0	13	92	
	23	0	13	91			22	0	12	64	
	24	0	00	10			23	0	05	06	
	98						11				
	11/2	0	00	25			2	0	01	01	
	20	0	12	39			3	0	13	40	
	21	0	07	59			4	0	00	51	
	22/1	0	00	05			6	0	01	01	
	22/2	0	06	32			7	0	15	18	
	99						8	0	01	52	
	3	0	01	77			14	0	00	76	
	4	0	10	88			15	0	13	90	
	6	0	05	06			16	0	00	05	
	7	0	08	85			26				
	15	0	09	86			3	0	10	87	
	16	0	01	77			4	0	06	58	
	123						6	0	08	35	
	2	0	12	39			7	0	09	11	
	3	0	00	76			15	0	07	33	
	8	0	12	65			27				
	9, 1	0	01	26			11/1	0	01	26	
	13	0	06	83			11/2	0	07	34	
	14	0	07	33			19/1	0	04	55	
	16	0	00	76			19/2	0	07	84	
	17	0	12	90			20	0	06	07	
	24/1	0	00	10			22	0	03	54	
	25	0	10	62			23	0	13	41	
	124						24	0	00	25	
	21	0	00	76			33				
	131						10	0	01	52	
	1	0	13	66			18/1	0	00	51	
	2	0	07	33			18/2	0	03	54	
	7/2	0	00	51			20	0	00	05	
	7/3	0	00	51			23	0	11	63	
	8/1	0	12	65			24	0	06	07	
	8/2	0	03	01			34				
	9/1	0	07	08			3	0	02	28	
	13	0	00	76			4	0	14	67	
	14	0	12	14			7	0	01	01	
	24/2	0	00	76			15	0	00	51	
	25	0	12	90			55				
	132						4	0	10	12	
	5	0	01	26			5	0	06	83	
	148						6/1	0	08	60	
	5	0	06	07			6/2	0	00	25	
	149						56				
	1	0	13	41			10	0	05	06	
	2	0	03	29			11	0	10	88	
	10	0	01	26			12	0	05	06	
पत्तो अफगान 23	10						18	0	03	79	
	11/2	0	02	28			19	0	12	14	
	19	0	03	54			23	0	13	40	
							24/1	0	00	25	
							24/2	0	02	28	
							59				
							3/1	0	00	05	

1	2	3	4	5	6	1	2	3	4	5	6
		4	0	14	16	सहित	29	481			
		5/2	0	01	77			19	0	13	66
		6/2	0	11	64			24/1/1	0	00	28
		7/1	0	00	25			481			
कुपना	26	114						17/1	0	02	59
		2/1	0	05	06			17/2	0	04	56
		2/2	0	00	76			18/1	0	13	67
		3/2	0	01	61			18/2	0	00	28
		7/2	0	01	77			19/1	0	01	77
		8/1/1	0	00	51			482			
		8/2/1	0	00	51			7/1	0	00	68
		8/3/3	0	07	34			483			
		9/2	0	01	01						
पैली माफत	26	13						4	0	14	42
		24	0	00	10			486			
कैपन	13	249						1	0	08	88
		14/1	0	01	01						
		14/2	0	02	53						
		15/1	0	00	10						
		15/2	0	14	16						
		250									
		11/2	0	00	61						
		286									
		25	0	00	03						
		351									
		20	0	03	56						
		285									
		3	0	00	52						
		4	0	14	16						
		5	0	03	54						
		6	0	11	38						
		352									
		2	0	12	90						
		358									
		13/1	0	07	84						
		15/2	0	03	29						
		369									
		19	0	03	54						
		27	0	00	10						
		391									
		7	0	06	82						
		428									
		11/1	0	00	06						
		23	0	12	15						
		429									
		3	0	04	55						
		15/1	0	00	25						
		15/2	0	05	57						

[संख्या : आर-31015/18/93--मो आर-I]

कुलदीप सिंह, सचिव

New Delhi, the 3rd September, 1993

S.O. 1959.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 184, dated the 8th January, 1993 published in the Gazette of India, Part II, Section 3, sub-section (ii) dated the 30th January, 1993, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on the 26th February, 1993;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest free from all encumbrances in the Indian Oil Corporation Limited.

Schedule

Tehsil : Gohana District : Sonapat State Haryana

Name of Village	Hadbast No.	Mustateel/ Killa No.	Area		
			Hec- tare	Are	Centiare
	2	3	4	5	6
Gjwana	74	79			
		4/1/2	0	00	29

1	2	3	4	5	6	1	2	3	4	5	6
Bhainswal Kalan	68	82				Hassanpur	22		0	14	16
Mithan		05	0	11	38		23/1		0	02	53
		06	0	10	62		23/2		0	01	77
		07	0	01	01		14				
		14	0	07	59						
		15	0	04	05		1		0	00	51
		16	0	03	04		2		0	13	41
		17	0	04	05		3/2		0	00	51
		24	0	11	38		7		0	09	11
							8		0	10	62
							15		0	11	38
Kakana Bhadri	57	31					16		0	02	78
		20/2/2	0	03	28		21				
		46									
		17/1	0	10	62		3		0	11	38
		60					4		0	07	08
		18	0	05	56		6		0	10	88
Laath	65	37					7		0	08	10
		23	0	08	86		15		0	04	55
Khanpu Kalan	56	70					22				
		26	0	30	85		11		0	13	15
		147					12		0	00	25
		2	0	09	36		18		0	02	28
		164					19		0	14	67
		10	0	12	40		20		0	02	28
		184					22		0	00	51
		26	0	14	67		23		0	13	15
Shamri Buran	53	2					24		0	05	06
		15/2	0	02	02		38				
		16	0	09	36		4		0	10	62
		25	0	10	37		5		0	08	85
		8					6		0	04	55
		15/2	0	00	51		49				
Pabana	72	7					5		0	07	84
Hassanpur		1	0	10	62		50				
		2	0	03	29		1		0	11	38
		8	0	06	07		8		0	01	01
		9	0	11	89		9		0	13	66
		10	0	00	25		10		0	04	55
		13	0	09	36		12		0	01	52
		14	0	09	36		14		0	03	54
		17	0	05	56		16		0	06	58
		25	0	02	78		17		0	12	39
		8					18		0	00	10
		9					25		0	08	60
		20	0	00	05		51				
		21	0	14	17						
		22	0	02	02		21		0	09	11
		13					69				
		11	0	00	05		20		0	08	85
		19	0	01	01		21		0	06	32
		21	0	01	01		22		0	12	39
							23		0	00	10
							70				
							2		0	13	15
							3		0	00	25
							7		0	02	53

1	2	3	4	5	6	1	2	3	4	5	6
Hassanpur—Contd.		8	0	14	67	Tharwa Majra	68	13			
		9	0	02	28						
		13	0	00	25			9	0	02	27
		14	0	12	90			12	0	00	25
		15	0	05	82			13	0	12	90
		16	0	10	12			14	0	02	27
		88						16	0	03	54
								13			
		2	0	02	53						
		4	0	01	52			24	0	00	00
		6	0	04	55			20			
		102									
								14	0	05	31
		11	0	01	52			16/2	0	05	56
		19	0	00	51			17	0	09	36
		20	0	12	14			37			
		21	0	01	77						
		22/1	0	08	60			1	0	10	12
		22/2	0	04	55			2	0	06	58
		129						9/2	0	03	03
								13	0	09	36
		13/2	0	01	52			17/1	0	06	33
		145						38			
		10	0	09	36			21	0	08	09
Padha	48	135				Alavala	65	49			
								9	0	07	33
		7/2	0	00	25			12	0	08	85
		8	0	14	16			13	0	07	84
		9	0	03	04			56			
		13/1	0	02	28						
		13/2	0	00	51			1	0	09	36
		14	0	13	12			25	0	11	38
		15	0	00	25			60			
		16	0	14	42						
		25	0	01	77			10	0	04	30
		136									
		20	0	00	51			12	0	05	31
		21	0	14	42			13	0	09	61
		22	0	00	51			18	0	03	54
		173									
		11	0	00	00	Shekhpur	66	198			
		12	0	12	14	Manchur		25	0	07	08
Kurlan	73	4						199			
		1	0	03	04			21	0	00	25
		13	0	05	82			212			
		16	0	10	12						
		15						21	0	01	01
								213			
		2	0	11	38			1	0	14	16
		8	0	11	63			2	0	00	51
		9	0	05	06			8	0	00	76
		13	0	04	55			9	0	14	42
		16	0	12	90			10	0	01	77
		17	0	04	05			12	0	01	52
		25	0	04	05			13	0	14	67
		16						14	0	01	01
								16/2	0	00	05
		21	0	02	78			16/3	0	01	26

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		24/1	0	03	04			1	0	10	62
		23						10	0	06	07
		10	0	04	30			56			
		11	0	12	14			5	0	07	34
		12	0	04	55						
		18	0	05	06	Jatheri	28	15			
		19/1	0	05	56			11	0	04	55
		19/2	0	06	07			12	0	07	08
		23	0	11	38			17	0	02	78
		24	0	05	82			18	0	13	40
		24						19	0	05	06
		4	0	13	15			23	0	00	25
		5/1	0	02	28			24	0	07	84
		6	0	11	88			25/1	0	04	05
		30						25/2	0	05	32
		4	0	10	62			16			
		5	0	05	82			21	0	00	51
		6	0	05	56			21			
		31						1	0	13	40
		12	0	03	03			2	0	09	36
		18	0	06	58			7	0	06	07
		19	0	09	11			8	0	13	92
		24	0	00	76			9	0	04	55
		39						14	0	14	42
		10	0	09	86			15	0	01	26
		11	0	06	58			16/1	0	00	51
		12/1	0	05	06			16/2	0	02	27
		12/2	0	05	31			16/3	0	00	51
		18/1	0	04	30			17/1	0	01	77
		18/2	0	07	33			17/3	0	00	51
		19	0	05	06			24	0	07	58
		23/1	0	02	78			25	0	01	01
		23/2	0	02	02			22			
		24	0	13	67			5	0	01	53
		25	0	00	25			24			
		40						4	0	06	32
		5	0	04	05			5/1	0	00	51
		6	0	07	34			5/2	0	02	78
		52						6/1	0	08	09
		4	0	03	03			6/2	0	04	30
		5	0	14	92			7	0	02	02
		6	0	00	25			15	0	02	02
		53						25			
		1	0	01	01			10	0	00	25
		9	0	02	28			11/1	0	08	60
		10	0	13	66			11/2	0	06	07
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		53						19	0	15	43
		17	0	06	58			20	0	01	77
		18	0	11	13	Pundri	26	200			
		24	0	06	83			23	0	02	28
		25	0	07	33			22/1	0	06	32

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Kakaut	5	23						22			
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		92						4/2	0	01	53
		17	0	04	05			5	0	10	12
								6	0	00	25
Mundri	6	99						23			
		21	0	02	78			9	0	0	51
Kulkarni	27	66						10/1	0	12	90
		11	0	00	25			10/2	0	00	76
								11	0	01	26
Natar	37	4						12	0	14	92
		10	0	00	51			13	0	01	01
		11	0	14	42			17	0	01	26
		12	0	01	01			18	0	14	67
		18	0	01	77			19	0	00	76
		19	0	14	92			23	0	00	51
		20	0	00	76			24	0	14	92
		22	0	00	25			25	0	01	77
		23	0	14	42			30			
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		5						9	0	03	54
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		15	0	00	76			18	0	12	14
		6						24	0	11	38
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		4	0	13	40			25/2	0	01	26
		5	0	03	79			31			
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		7						5	0	13	41
		10	0	04	55			44			
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		12	0	06	07			5	0	09	51
		18	0	07	08			6	0	02	02
		19	0	10	12			7	0	09	61
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		15						23	0	00	25
		10	0	10	12			24	0	11	13
		11	0	06	07			50			
		12	0	10	87			10	0	02	28
		18/1	0	10	87			11	0	12	40
		18/2	0	01	01			12	0	08	09
		19	0	05	31			17/2	0	00	51
		23/1	0	04	30			18	0	13	40
		24	0	12	64			19	0	06	83
		16						23	0	01	52
		4	0	07	08			24	0	14	41
		5/1	0	06	33			25/1	0	05	06
		5/2	0	00	76			51			
		6/1	0	06	06			8	0	02	53
								4	0	12	90
								6/1	0	05	81
								6/2	0	07	08

1	2	3	4	5	6	1	2	3	4	5	6
		7	0	03	29			2	0	10	37
		15	0	00	10			8	0	08	60
		67						9	0	04	55
		5	0	08	09			13/1	0	08	35
		68						13/2	0	03	29
		1	0	10	37			14	0	01	62
		8	0	01	52			17	0	13	66
		9	0	14	42			18	0	00	25
		10	0	04	55			24	0	04	81
		12	0	00	51			25	0	09	11
		13	0	13	41			87			
		14	0	07	08			5	0	11	13
		16	0	12	39			6	0	00	05
		17	0	07	84			88			
		25	0	01	53			1	0	02	02
		69						10	0	12	14
		20	0	00	25			11	0	03	79
		21	0	14	67			12	0	10	12
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		71						19	0	08	85
		11	0	01	78			23	0	13	91
		72						24	0	00	10
		2	0	10	88			98			
		3	0	09	62			11/2	0	00	25
		6	0	01	26			20	0	12	39
		7	0	14	16			21	0	07	59
		8	0	05	31			22/1	0	00	05
		14	0	00	51			22/2	0	06	32
		15	0	13	41			99			
Patti Kayath Seth 24		35						3	0	01	77
		20	0	02	78			4	0	10	88
		21/1	0	11	38			6	0	05	06
		21/2	0	00	10			7	0	08	85
		52						15	0	09	86
		1/1	0	00	76			16	0	01	77
		1/2	0	08	34			123			
		2	0	00	05			2	0	12	39
		8	0	00	76			3	0	00	76
		9/1	0	03	54			8	0	12	65
		9/2	0	08	60			9/1	0	01	26
		10	0	02	78			13	0	06	84
		12	0	01	01			14	0	07	33
		13/1	0	01	01			16	0	00	76
		13/2	0	10	88			17	0	12	90
		16	0	05	06			24/1	0	00	10
		17/1	0	13	15			25	0	10	62
		25/2	0	10	62			124			
		53						21	0	00	76
		21	0	07	59			131			
		66						1	0	13	66
		1	0	07	84			2	0	07	33
								7/2	0	00	51
								7/3	0	00	51
								8/1	0	12	65
								8/2	0	01	01
								9/1	0	07	08
								13	0	00	76

1	2	3	4	5	6	1	2	3	4	5	6
		14	0	12	14			7	0	01	01
		24/2	0	00	76			15	0	00	51
		25	0	12	90			55			
		132						4	0	10	12
		5	0	01	26			5	0	08	83
		148						6/1	0	03	60
		5	0	06	07			6/2	0	00	25
		149						56			
		1	0	13	41			10	0	05	06
		2	0	03	29			11	0	10	88
		10	0	01	26			12	0	05	06
Patti Afgan	25	10						18	0	03	79
		11/2	0	02	28			19	0	12	14
		19	0	03	54			23	0	13	40
		20	0	13	92			24/1	0	00	25
		22	0	12	64			24/2	0	02	28
		23	0	05	06			59			
		11						3/1	0	00	05
		2	0	01	01			4	0	14	16
		3	0	13	40			5/2	0	01	77
		4	0	00	51			6/2	0	11	64
		6	0	01	01			7/1	0	00	25
		7	0	15	18			114			
		8	0	01	52			2/1	0	05	06
		14	0	00	76			2/2	0	00	76
		15	0	13	90			3/2	0	01	01
		16	0	00	05			7/2	0	01	77
		26						8/1/1	0	00	51
		3	0	10	87			8/2/1	0	00	51
		4	0	06	58			8/2/2	0	07	34
		6	0	08	35			9/2	0	01	01
		7	0	09	11			13			
		15	0	07	33			24	0	00	10
		27						249			
		11/1	0	01	26			14/1	0	01	01
		11/2	0	07	34			14/2	0	02	53
		19/1	0	04	55			15/1	0	00	10
		19/2	0	07	84			15/2	0	14	16
		20	0	06	07			250			
		22	0	03	54			11/2	0	00	51
		23	0	13	41			286			
		24	0	00	25			25	0	00	05
		33						351			
		10	0	01	52			20	0	05	56
		18/1	0	00	51			285			
		18/2	0	03	54			3	0	00	52
		20	0	00	05			4	0	14	16
		23	0	11	63			5	0	03	54
		24	0	06	07			6	0	11	38
		34						352			
		3	0	02	28			2	0	12	90
		4	0	14	67			568			
								15/1	0	07	84

MINISTRY OF LABOUR

New Delhi, the 20th August, 1993

S.O. 1960.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Kollam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Travancore and their workmen, which was received by the Central Government on the 19-8-93.

[I-12012/106/92-IR (B-III)]

S. S. K. RAO, Desk Officer

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOLLAM

(Dated, this the 12th day of August, 1993)

PRESENT :

SRI. C. N. SASIDHARAN

INDUSTRIAL TRIBUNAL

IN

Industrial Dispute No. 24/92

BETWEEN :

The Managing Director, State Bank of Travancore, Head Office, Poojappura, Trivandrum 695 012.

AND

The General Secretary, State Bank of Travancore Staff Union, Central Office, P. B. No. 5601, Trivandrum-695 039.

AWARD

This industrial dispute has been referred for adjudication to this Tribunal by Government of India as per Order No. L-12012/106/92-IR.B.III dated 14-9-1992. The issue for adjudication is the following :—

“Whether the action of the management of State Bank of Travancore in awarding the punishment of censure on Sri. Mohammed Sauhaib, Cashier, Kottarakkara branch vide their final order dated 18-6-1991 is legal and justified? If not, to what relief the workman is entitled to?”

2. The union espousing the cause of the workman Sri Mohammed Sauhaib has filed a detailed claim statement and the contentions are briefly as below : Sri Mohammed Sauhaib is a cashier working in Kottarakkara branch of the State Bank of Travancore. As per memo dated 19-4-1991 the management alleged that the workman did not attend to the work of balancing of ledger and application of half yearly interest on Savings Bank Accounts allotted to him despite signing the ballot book. It is also alleged that when the manager reminded him orally to complete the work he disobeyed the oral instructions and that when a written order was given by the branch manager the employee did not act upon it and that he disobeyed the lawful instructions of the superiors. The management accordingly framed charges under clauses 19.5(e), 19.5(j) 19.7(c) of the First Bipartite Settlement dated 19-10-1966 and clause 1 and 6 read with 11 of Appendix (e) restrictive practices. Though the workman submitted his explanation denying the allegations, the management without considering the explanations passed a preliminary order dated 18-5-1991 holding the workman guilty of the charges and also proposed to impose punishment of censure. The explanation submitted by the workman again was also ignored by the management and confirmed the punishment. The appeal preferred by the workman before the Appellate Authority was also dismissed. The finding of guilt entered upon by the disciplinary authority without an enquiry is illegal and arbitrary. The management failed to follow the procedure outlined in clause 19.12(e) of the First Bipartite Settlement. The Disciplinary Authority ought to have held an enquiry before imposing

[No. R-31015/18/93-O.R.I]
KULDIP SINGH, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 20 अगस्त, 1993

का.आ. 1960 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, के सरकार स्टेट बैंक आफ ट्रान्स्वोर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोल्लम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-93 को प्राप्त हुआ था ।

[संख्या एल-12012/106/92-आई आर (बी III)]

एस.एस. के. राव, डेस्क अधिकारी

the punishment. There has been complete non application of mind. No show cause notice was issued to the workman and there is no voluntary admission of Guilt by him. Hence clause 19.12(e) of the settlement never enables the management to dispense with the enquiry. The non conduct of the enquiry is gross violation of the principles of natural justice and equity before law. The workman was denied even personal hearing on the proposed punishment that is also violation of the principles of natural justice. The workman is only a cashier with single designation and he is not expected to do any clerical work outside the cash department. No change in the aforesaid service conditions have been notified also by the management. The change in the service conditions attracts provisions of Sec. 9-A of the Industrial Disputes Act, 1947 (the Act for short) and the mandatory provisions therein has necessarily to be complied. As per the 'Restrictive Practices' attached to the third Bipartite settlement only employees with double designation may be asked to perform clerical duties and that too only after tallying and handing over the cash. The workman had no surplus time after completing the working of the cash department to do any clerical work. The workman had sought some clarifications from the management as to the performance of clerical duties vide his letter dated 15-9-1989. No clarification has been given by the management so far. The allegations in the chargesheet are false and against facts. The action of management is vitiated by malafides and vindictiveness. The prayer is to set aside the punishment of censure imposed by the management.

3. The management has advanced their contentions in the written statement which are briefly as below. The workman was asked by branch manager to attend the work of balancing the ledgers and application of half yearly interest of the Savings Bank Account. The workman though signed allotment register, did not attend the work. The memo of charges specifically mentioned about the oral and written orders issued to the employee. That also contains details of in subordination/disobedience and the employee had properly understood the details of the charges which is evident from his reply. Hence the contention that the charges were vague is without any basis. The workman was charged for wilful in subordination, gross negligence and negligence in performing duties under para. 19.5(e) 19.5(j) and 19.7(c) of the First Bipartite Settlement. Oral enquiry was not order as the employee had never disputed the charges framed against him in his reply. He had also stated in his reply that he was willing to perform the duties on receipt of clarification sought by him. It is also stated that his refusal to work would not amount to misconduct since his request for clarification is pending. It is clear from his reply to the chargesheet and also to the proposed punishment of censure that he has not attended the work. In terms of part 19.12(c) of the First Bipartite Settlement an enquiry need not be held if the Bank does not propose to award the punishment of dismissal or discharge and the Bank has issued a show cause notice advising the employee of the misconduct and the punishment and the employee makes a voluntary admission of the guilt in his reply. The Bank has issued a memo of charges and a preliminary order proposing the punishment of censure fully in compliance with provisions of para 19.12(e). The workman is also not prejudiced because of this. He never disputed the charges. The management seek leave to adduce evidence before this Tribunal to prove the guilt of the employee if this Tribunal find that on enquiry should have been conducted in this case. In terms of the agreement reached between the Associate Banks and their recognised unions the subordinate staff can be promoted as cashiers. The workman was promoted as cashier on the basis of the above agreement. As per those agreement the Bank has a right to allot simple clerical work to cashiers. Since the work allotted to the workman was normally attended to by cashiers, the refusal of the employee to do the work in compliance of the orders of the branch manager is wilful in subordination/disobedience of the lawful and reasonable orders. An employee cannot refuse to attend the work on the plea that he has asked for some clarification from some superiors. The failure of the workman to attend the work allotted to him is negligence to attend the work. The management denies the contention that cashiers never attended to clerical works. Sec 9-A of the Act is not attracted here as there is no change in the

service condition. The misconduct committed by the workman is a fit one to impose a higher punishment. However the Bank took a lenient view and imposed a punishment of censure. There is substantial compliance with natural justice. According to the management the punishment of censure awarded by the management is only to be upheld.

4. No oral evidence has been adduced by either side. Both sides have produced documents. The documents produced by the union have been marked Exts. W1 to W5 and the document produced by the management has been marked as Ext. M1 for convenience of identification.

5. The points to be considered are whether the workman is guilty of the charges levelled against him and if so whether the punishment imposed by the management is proper. The statement of management in their written statement filed before this Tribunal that the workman was promoted as cashier on the basis of Ext. M1 agreement reached between the Associate Banks with their recognised unions is not disputed. It is also not disputed that as per Ext. M1 agreement the Bank has the right to allot simple clerical works to cashiers. The workman was asked to attend the work of balancing of ledgers and application of half yearly interest on Savings Bank Account. As per clause of Annex. I of Ext. M1 agreement Bank has the right to allot simple clerical work to cashiers. An illustrative list of such duties is also stated in the Annexure. Sub clause (2) of that list is ledger balancing. As as per Ext. M1 agreement the workman is bound to do the work of ledger balancing which he was asked to attend and he admittedly failed to do that work. It is true that the work of application of half yearly interest on Savings Bank Account which he was asked to attend is not specifically included in the illustrative list mentioned above. But the management has specifically stated in the written statement that this item of work is a simple clerical work which the management can allot to the cashiers as per Ext. M1 agreement. This specific statement of the management also remains unchallenged. The union did not file any replication disputing the above statement of management. Either of the union officials or the workman has also gone to box to dispute the above statement of management. Hence that part of the statement has to be accepted. Ext. M4 is the reply statement submitted by the workman to the memo of charges issued to him by the management. It is stated in the reply that the workman was willing to perform duties on receipt of clarification sought by him. It is evident from a reading of Ext. M4 reply that the workman failed to attend the work allotted to him. Admittedly he had signed the allotment register. According to the union the workman had sought some clarification from the management in his representations dated 15-12-1989 and 9-3-1991 and the management had not given any clarification. Therefore he did not attend to the work allotted to him. Ext. M4 reply make it clear that the workman failed to attend his work allotted by the branch manager which is definitely disobedience of the lawful orders of the superior. This necessarily amounts to refusal to do the work allotted to him. As I have stated above as per M1 agreement the workman is bound to do the work of ledger balancing and other simple clerical works as stated by the management in their written statement which remains unchallenged. The argument that Ext. M1 agreement has not been published for the information of all and therefore not binding on the employee is devoid of merit as that agreement was arrived at between Associate Banks and all recognised trade unions. The union and the workman are expected to know that agreement. The explanation that he sought some clarification from the superiors is no excuse to refuse to attend the work. Further the explanation sought was not after allotting the work but earlier. The failure of the employee to attend the work allotted to him is definitely negligence to attend work. The workman is therefore guilty of the charges levelled against him.

6. The learned representative of the union has pointed out that even assuming that the workman is guilty of the charges the punishment imposed by the management without conducting an enquiry is illegal and unsustainable. It was argued that the workman denied the charges and therefore as contemplated under para. 19.12(c) of the First Bipartite Settlement enquiry is a must which the management failed to conduct. As per para 19.12(c) when an employee makes a voluntary admission of guilt and if the Bank does not

propose to award a punishment of discharge or dismissal and the Bank has issued a show cause notice advancing the employee of the misconduct and the punishment an enquiry need not be held. As I have held in the above paragraph there is clear admission of the guilt by the workman as per his Ext. M4 reply. In such an event as per para 19.12(e) the management need not conduct an enquiry. Therefore the present contention of the union is only to be rejected.

7. The union has no contention that the punishment of censure imposed by the management is excessive or disproportionate. The only contention is that the workman is not guilty and the action of management is illegal and arbitrary. There is no violation of the principles of natural justice as no enquiry was contemplated in the present case as held in the above paragraph. Considering the gravity of misconduct committed by the workman the punishment of censure imposed by the management is only proper and just. No interference is therefore called for from this Tribunal.

8. In the result an award is passed holding that the punishment of censure awarded by the management on Sri Mohammed Sauhaib, the workman in this case, is legal and justified.

C. N. SASIDHARAN, Industrial Tribunal

APPENDIX

Document marked on the side of the Management :

Ext. M1.—Photocopy of the record of discussions held with representatives of the State Sector Bank Employees Association at Bangalore on 12th June 1985.

Documents marked on the side of the Workman :

Ext. W1.—Extract of clause 19.12(e) of Bipartite Settlement dated 19-10-1966.

Ext. M2.—Photocopy of memo issued to the workman Sri Mohammed Sauhaib from the manager, Kottarakkara branch of the management Bank dated 22-2-1991.

Ext. W3.—Photocopy of memo issued to the workman from the disciplinary authority of management dated 19-4-1991.

Ext. W4.—Photocopy of reply submitted to the disciplinary authority by the workman Sri Mohammed Sauhaib dated 9-5-1991.

Ext. W.—Photocopy of reply to the preliminary order of management submitted to the disciplinary authority by the workman dated 10-6-1991.

नई दिल्ली, 24 अगस्त, 1993

का.आ. 1961—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उक्त अधिनियम की धारा 33क के अंतर्गत भारतीय स्टेट बैंक के प्रबन्धन के विषय श्री गुरदेव सिंह द्वारा दायर एक प्रार्थना पत्र के संबंध में अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो कि केन्द्रीय सरकार को दिनांक 23-8-93 को प्राप्त हुआ था।

[संख्या एल-12015/12/93-आई आर (बी i)]

एस.एस. के. राव, डेस्क अधिकारी

New Delhi, the 24th August, 1993

S.O. 1961.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in respect of a complaint u/s 33-A of the said Act filed by Shri Gurdev Singh against the management of State Bank of India which was received by the Central Government on 23-8-1993.

[No. L-12015/12/93-IR (B-I)]

S. S. K. RAO, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 39/93

Application U/S 33-A of the I. D. Act, 1947

Gurdev Singh Vs. State Bank of India

For the workman—Shri N. K. Gupta.

For the management—Shri P. K. Gupta.

AWARD

Present application was fixed for orders today after hearing both the parties on the point of jurisdiction and also for consideration of the subsequent application filed on 20-7-1993. However, Petitioner Gurdev Singh and his authorised representative N. K. Gupta has made a statement that they wanted to withdraw the present complaint U/S 33-A and also the subsequent application filed on 20-7-1993. In view of the said statement the said application U/S 33-A and the subsequent application dated 20-7-1993 is dismissed as withdrawn. Ministry be informed accordingly.

Chandigarh,

Dated : 22-7-1993

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 20 अगस्त, 1993

का.आ. 1962—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोच्चिन पोर्ट ट्रस्ट के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार लेबर कोर्ट, एरणाकुलम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-93 को प्राप्त हुआ था।

[संख्या-35011/7/89-आई आर (बिबिध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 20th August, 1993

S.O. 1962.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Labour Court, Ernakulam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cochin Port Trust and their workmen, which was received by the Central Government on 19-8-1993.

[No. L-35011/7/89 IR (Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT,
ERNAKULAM

(Labour Court, Ernakulam)

Tuesday, the 27th day of July, 1993

PRESENT :

Shri M. V. Viswanathan, B.Sc., LL.B., Presiding Officer.
Industrial Dispute No. 19 of 1989 (C)

BETWEEN

The Chairman, Cochin Port Trust, Wellington Island,
Cochin-682009, Kerala.

AND

The General Secretary, Cochin Harbour Workers Union,
Wellington Island, Cochin-682009, Kerala

REPRESENTATIONS :

M/s. Menon and Pai,
Advocates, Cochin-18 —For Management

Sri V. R. Ramachandran Nair,
Advocate, Kalathiparambu Lane,
Cochin-16 —For Union

AWARD

This Industrial Dispute was referred to this Court by the Central Government as per Order No. L-35011/7/89-IR (Misc.) dated 17-11-1989. The dispute is between the management of Cochin Port Trust and their workman. The concerned workmen are represented by the General Secretary, Cochin Harbour Workers Union, Wellington Island, Cochin-682009, Kerala. The issue referred for consideration, is "Whether the action of the Deputy Conservator, Cochin Port Trust, Cochin in processing the applications for grant of conveyance advance to the workmen basing on the service seniority is justified? If not, to what relief the workmen concerned are entitled?"

2. The General Secretary of Cochin Harbour Workers Union, Wellington Island Cochin filed a claim statement stating as follows :—

The Deputy Conservator of Cochin Port Trust has violated the existing practice in granting conveyance advance to the employees of the Cochin Port Trust. The practice followed in the matter of granting conveyance advance in the Department of Deputy Conservator of Cochin Port Trust was based on the date of receipt of the application for conveyance advance. But the Deputy Conservator has violated the said practice and granted advance to Shri P. R. Arumugham, Leading Fireman, Fire Service, a member of the Cochin Port Trust Association and thereby ignored the rightful claims of the workmen S/Sri P. C. Scariah, M. Aboobacker and V. P. Vijayan, members of the Cochin Harbour Workers Union. Thus the Deputy Conservator of the Cochin Port Trust has committed unfair labour practice. So he is liable to be punished under Section 25-U of the Industrial Disputes Act. The workmen's union brought to the notice of the Chairman of Cochin Port Trust by Memorandum dated 23-6-1988 regarding the irregularities in the matter of granting conveyance advance in the Department of the Deputy Conservator. Pursuant to the above Memorandum the Chairman specifically brought to the notice of the Deputy Conservator by a letter dated 13-7-1988 instructing the Deputy Conservator to follow the procedure in accordance with the decision taken at the Staff Meeting held on 28-6-1988. The Deputy Conservator was also one of the participants of that Staff Meeting. But the Deputy Conservator violated the decision taken in the said Staff Meeting. He favoured the members of a particular union in granting conveyance advance. So the members of the workmen union herein did not get the conveyance

advance. They had submitted their applications for conveyance advance prior to the application submitted by Shri P. R. Arumugham. The Deputy Conservator has not issued any notice regarding the change made in the procedure for processing the conveyance advance applications. Hence the union prayed for granting conveyance advance to S/Sri P. C. Scariah, M. Aboobacker and V. P. Vijayan. The union has also prayed for taking action against the Deputy Conservator, Cochin Port Trust under Section 25-U of the Industrial Disputes Act.

3. The management filed counter statement contending mainly as follows :—

Cochin Port Trust is a Major Port and the same is represented by its Chairman. The Deputy Conservator is not a party to the dispute. There are Six Sub Division in the Marine Department of the Cochin Port Trust. The total strength of the Marine Department is 1230. The practice followed in the Marine Department regarding the granting of conveyance advance was based on the applications seniority. That practice was followed till 1987. But the employees and the unions complained about the said procedure and so the procedure of applications seniority was discontinued and conveyance advance was granted to the employees of the Marine Department on the basis of service seniority. The Marine Department issued a Circular dated 25-11-1987. Thereby the conveyance advance was granted on the basis of service seniority of the employees. Even before the submission of the Memorandum dated 23-6-1988, the management had adopted the procedure of service seniority in the matter of granting conveyance advance. The practice prevailing in the Marine Department regarding the granting of conveyance advance was service seniority, on the date of the Staff Meeting dated 28-6-1988. In the said Staff Meeting held on 28-6-1988, it was decided that from the next financial year onwards, the conveyance advance has to be given to the employees on the basis of their service seniority. The Marine Department has already taken a decision and processed the applications before the Staff Meeting held on 28-6-1988 and the letter dated 13-7-1988. The existing practice in the Marine Department was to grant conveyance advance on the basis of service seniority. There was no infringement or violation of the decision taken in the Staff Meeting held on 28-6-1988. The Deputy Conservator has not favoured any particular union. There was no irregularity in granting conveyance advance for the year 1988-89. The management has not acted contrary to the provisions of the Industrial Disputes Act. The prayer of the union for taken action under Section 25-U of the Industrial Disputes Act is unsustainable. There is no reference for taking any action under Section 25-U of the Industrial Disputes Act. The procedure of granting conveyance advance on the basis of service seniority was accepted by majority of the employees of the Cochin Port Trust. The procedure of service seniority has been prevailing in the Chief Mechanical Engineering Department as early as from 1984. The union in the present dispute is a minority union. The modality union are not made parties to the conciliation proceedings or to the above dispute. The matter has been settled with modality unions. There was no existing Industrial Dispute between the management Cochin Port Trust and its workmen. All unions are not parties to the present dispute. The present reference is invalid, incompetent and without jurisdiction. Hence, the management prayed for rejecting the claim of the union herein.

4. The union filed a replication refuting the contentions raised by the management in their written statement.

5. The material points for consideration are (1) Whether the present reference is maintainable (2) Whether the action of the Deputy Conservator, Cochin Port Trust in processing applications for grant of conveyance advance during the financial year 1988-89 basing on the service seniority is justified? If not, the reliefs to which the workmen concerned are entitled?

6. The evidence in this case consists of the oral testimony of WW-1, MW-1 and MW-2 and Exts. W-1 to W-7 and M-1 to M-4.

7. The Points 1 and 2—The dispute in this case is between the management of Cochin Port Trust and the workmen represented by Cochin Harbour Workers Union. The workmen involved in this dispute are M. S. P. C. Scariah, M. Aboobacker and V. P. Vijayan. The above mentioned workers are members of the Cochin Harbour Workers Union. The dispute is in respect of the procedure adopted by the Deputy Conservator of the Cochin Port Trust in processing the applications for granting conveyance advance. The management challenged the validity of the reference itself. The case of the management is that the dispute regarding the procedure to be followed in granting conveyance advance has already been settled with the modality unions and thereby there is no existing industrial dispute between the management of the Cochin Port Trust and the workmen. The management has further contended that the union in this dispute viz. Cochin Harbour Worker Union is a minority union which does not represent substantial workmen of management and so Cochin Harbour Workers Union is not competent to raise the present dispute which is already been settled with the modality unions operating in the Cochin Port Trust. The workmen union herein supported the validity and sustainability of the present reference order. The demarc case of the present union is that the Deputy Conservator of the Cochin Port Trust has violated the decision taken in the Staff Meeting held on 28-6-1988. The further case is that the procedure followed in the Marine Department for granting conveyance advance was on the basis of applications seniority i.e. first come first served and that practice ought to have been followed till the end of the financial year 1988-89. According to union, the existing procedure and principle have been violated by the Deputy Conservator. Thus it can be seen that the present union viz. Cochin Harbour Workers Union has not challenged or questioned the validity of the settlement entered into by the management and the registered unions by the Staff Meeting held on 28-6-1988. But the union has only challenged the authority of the Deputy Conservator in violating the decision taken on 28-4-1988. So it is further to be noted that only the members of the present union have been affected by the said violation of the existing rules. So the present union can very well raise a dispute regarding the action taken by the Deputy Conservator in violating the existing rules for granting conveyance advance. It is an admitted fact that the other members of the union are not affected by the said action of the Deputy Conservator. So the present dispute raised by the Cochin Harbour Workers Union is maintainable.

8. Ext. W-7 is copy of the Circular dated 9-1-1981 issued by the Labour Officer of the Cochin Port Trust. In this Circular modalities for discussions with the unions on various demands have been stated. As per the circular all demands which concern the collective interests of the employees in general of the Port would be discussed and decided in consultation with the unions affiliated to the recognised Federation of Cochin Port and Dock Workers operating in the Port. It is further stated that the demands pertaining to a section or establishment would be discussed with the representatives of the majority union operating in that section. Moreover as per the circular the Chairman, Cochin Port Trust has to decide the union in a section having majority in that section and which other union/unions have membership of 25% or more as the case may be. It is an admitted fact that on earlier occasions the management of the Cochin Port Trust had given notice of discussion to the present union viz. Cochin Harbour Workers Union. Ext. W-3 is the copy of the minutes of joint discussions held in the industrial dispute between the management of Cochin Port Trust and Cochin Harbour Workers Union. This W-5 Minutes of joint discussions between the management and the present union would make it crystal clear that the Cochin Harbour Workers Union is a recognised union. The management has considered Cochin Harbour Workers Union as a recognised union having majority in the Marine Department. It is further to be noted that the Deputy Conservator of the Cochin Port Trust is also one of the signatories to the W-5 minutes of joint discussions held on 10-8-1988. The office bearers of the Cochin Harbour Workers Union are also signatories to this minutes. Ext. W-4 is the letter dated 19-7-1988 issued by the Management to the Secretary of Cochin Harbour Workers Union. This would also give a clear indication that the present union is a majority union operating in the Cochin Port Trust. Ext. W-6 is the notice of change of service conditions proposed by the Deputy Conservator dated 31-5-1988. This notice was

also issued to the present union. Thus it can be seen that the practice adopted by the management of Cochin Port Trust was that of giving notice of the change of service conditions to registered trade unions. There can be no doubt that the Cochin Harbour Workers Union is a recognised union had affiliated to Indian National Port and Dock Workers Federation (INTUC). The present union is affiliated to the recognised Federation of Port and Dock Workers, operating in the Port. If that be so, as per W-7 Circular the present union has to be consulted with while making any alteration in the change of service conditions. According to the union, the Deputy Conservator of the Cochin Port Trust has changed the mode of processing the applications for granting conveyance advance, without consulting with the present union. So the union has challenged the validity of Ext. M-1 Circular dated 25-11-1987 issued by the Deputy Conservator. Thus in all respects the order of reference made by the Government to this Court is only maintainable.

9. Deputy Conservator is the head of the Marine Department. It is an admitted fact that the workmen M/s. P. C. Scariah, M. Aboobacker and V. P. Vijayan submitted their applications for conveyance advance on 4-1-1983, 7-1-1988 and 25-1-1988 respectively. It is also an admitted fact that the workman Sri P. R. Arumugham submitted his application for conveyance advance only 28-1-1988. But the Deputy Conservator has granted conveyance advance to Mr. P. R. Arumugham. But at the same time M/s. P. C. Scariah, M. Aboobacker and V. P. Vijayan have not given the conveyance advance. The above said three employees have not been given the conveyance advance till this day.

10. The management has admitted the fact that the conveyance advance had been granting to the employees of the Marine Department on the basis of application seniority i.e. first come first served. It is also an admitted fact that the said practice prevailed in the Marine Department till 25-11-1987. It is on 25-11-1987 the Deputy Conservator issued Ext. M-1 Circular dated 25-11-1987. Thereby the mode of processing applications for conveyance advance was changed to that of service seniority. But it is to be noted that Ext. M-1 Circular was issued without consulting with the present union viz. Cochin Harbour Workers Union. The management has no case that notice of the proposed change of service condition regarding the procedure to be followed in processing applications for conveyance advance had been given to the Cochin Harbour Workers Union. It is pertinent to note that there is no documents available on record to substantiate the case of the management that the M-1 circular was issued after consulting with the modality unions operating in the Cochin Port Trust. On the other hand the available evidence would only show that the M-1 Circular was issued by the Deputy Conservator without consulting with the workmen or the unions operating in the Cochin Port Trust. The management has not succeeded in establishing that the M-1 Circular dated 25-11-1987 was issued after consulting with the workmen or the unions representing the workmen of the Marine Department. It is to be noted that M-1 Circular is only in respect of the Marine Department. This was issued by the Deputy Conservator who is the head of the Marine Department. Thus Ext. M-1 Circular changing the service conditions of the employees will not bind the workmen of the Cochin Port Trust, especially the concerned workmen in this dispute and the Cochin Harbour Workers Union.

11. The argument of the learned counsel for the management that the change of procedure in processing the applications for granting conveyance advance cannot be taken as a change in the service conditions of the employees, cannot be accepted. It is crystal clear that by virtue of the M-1 Circular applications on the basis of application seniority has been the existing practice of processing the conveyance advance changed to service seniority. Thereby the employees who submitted their applications on the basis of application seniority has lost their chance to get the conveyance advance. So the management was bound to issue notice under section 9-A of the Industrial Disputes Act in respect of the change of the service conditions. The 4th schedule of the Industrial Disputes Act would show that withdrawal of any customary concession or privilege or change in usage must effected only after issuing notice under Section 9-A of the Industrial Disputes Act. Thus in all respects Ext. M-1 Circular dated 25-11-1987 will not bind the members of the Cochin Harbour Workers Union.

12. The present union had sent a letter dated 23-6-1988 to the Chairman of the Cochin Port Trust and thereby questioned the change of the procedure in processing the applications for conveyance advance in the department of the Deputy Conservator. Ext. W-1 is the said letter issued by the Cochin Harbour Workers Union to the Chairman of the Cochin Port Trust. In this letter, it is categorically stated that the change is made to the existing practice regarding the processing of application for conveyance advance without consulting with the unions operating in the Cochin Port. It is to be noted that after getting Ext. M-1 letter the Chairman of the Cochin Port Trust held a Staff Meeting on 28-6-1988. Ext. W-3 is the copy of the decision taken by the Chairman in the said staff meeting held on 28-6-1988. A reading of Ext. W-3 decision taken in the Staff Meeting held on 28-6-1988 would make it crystal clear that only from the financial year 1989-90, the procedure of service seniority has to be implemented in the Marine Department. It is stated in clear terms that "In the case of the existing applications pending in the Marine Department, these may be dealt with according to the prevalent rule and procedure". It is further to be noted that the Deputy Conservator has also taken part in the Staff Meeting held on 28-6-1988. The Deputy Conservator had no case in the said Staff Meeting that the prevalent rule and procedure in his departments is that of service seniority. It is to be borne in mind that the Staff Meeting dated 28-6-1988 was held in pursuance to complaint dated 23-6-1988 preferred by the Cochin Harbour Workers Union. So the Deputy Conservator was bound to follow the procedure of application seniority during the financial year 1988-89. But the Deputy Conservator has violated the decision taken by the Chairman in the staff meeting held on 28-6-1988. The Deputy Conservator adopted the practice of service seniority even during the financial year 1988-89. The said action of the Deputy Conservator is illegal and unsustainable. The Deputy Conservator was bound to follow the procedure of application seniority during the financial year 1988-89. The procedure of service seniority could be followed only from the financial year 1989-90 onwards. It is pertinent to note at this juncture the letters issued from the Secretary's Office to the Deputy Conservator and to the Secretary of the Cochin Harbour Workers Union. Ext. W-2 is the letter dated 13-7-1988 issued from the Secretary's office to the Deputy Conservator. In W-2 letter reference is made in respect of the Ext. W-1 letter dated 23-6-1988. As per W-2 letter the Deputy Conservator was directed to follow the decision taken in the Staff Meeting held on 28-6-1988 regarding the processing of the application for conveyance advance. Ext. W-4 is the letter dated 19-7-1988 issued from the Secretary's office to the Secretary of the Cochin Harbour Workers Union. As per this letter, it is made clear that the service seniority regarding the processing of applications for conveyance advance will be implemented only from the beginning of the year 1989-90. But it is an admitted fact that the service seniority has been adopted even during the year 1988-89. So the said action of the Deputy Conservator is against the undertaking given by the Management in Ext. W-4 letter dated 19-7-1988.

13. The case of the management that the applications for conveyance advance in the Marine Department were considered and processed even before Ext. W-3 decision taken in the Staff Meeting dated 28-6-1988 cannot be accepted without any cogent evidence. The management has not produced any document to substantiate the said case. On the other hand MW-2 has deposed that he does not know whether the conveyance advance was granted to Mr. P. R. Arumughan even prior to the date of W-3 decision. The management has only produced Ext. M-2 to M-4 files regarding the granting of conveyance advance. But the management could not point out the concerned entry to show that the applications for conveyance advance were processed and advances were sanctioned even prior to the date of W-3 decision taken in the Staff Meeting held on 28-6-1988. Thus in all respects it can very safely be held that the Deputy Conservator has violated the decision taken by the Chairman in the Staff Meeting held on 28-6-1988. So the action of the Deputy Conservator Cochin Port Trust, Cochin in processing the applications for grant of conveyance advance during the financial year 1988-89 basing on the service seniority can only be held as unjustifiable. If that be so, the workmen concerned viz. P. C. Scariah, M. Aboobacker and V. P. Vijayan of the Cochin Harbour Workers Union are entitled to get conveyance advances.

14. The management has admitted that conveyance advances were given to one P. R. Arumughan and C. Narayanan, leading Fireman in the Fire Service Section of the Marine Department on the basis of service seniority, during the financial year 1988-89. This would show M/s. P. C. Scariah, M. Aboobacker and V. P. Vijayan were entitled to get the conveyance advance during the financial year 1988-89 itself. But the Deputy Conservator denied them the conveyance advance by adopting the procedure of service seniority. So this Court is of the view that the three employees involved in this dispute have to be given conveyance advance at least in the next financial year. The management is bound to give the said three employees conveyance advance immediately at any rate during the next financial year.

15. The union has also prayed for taking action against the Deputy Conservator for committing unfair labour practice. But this court is not directed by the order of reference to consider the said issue regarding the alleged unfair labour practice committed by Deputy conservator of the Cochin Port Trust. Hence, I hold that in the present reference, this Court has no jurisdiction to take any action against the Deputy Conservator for the alleged unfair labour practice committed by him.

16. In the result the action of the Deputy Conservator, Cochin Port Trust, in processing applications for grant of conveyance advance during the financial year 1988-89 basing on the service seniority is held unjustifiable. The management is directed to grant conveyance advance to the workmen to M/s. P. C. Scariah, M. Aboobacker and V. P. Vijayan immediately at any rate, during the next financial year. An Award is passed accordingly.

Ernakulam,

Dated : 27-7-1993.

M. V. VISWANATHAN, Presiding Officer

Appendix

Witness examined on the side of Management :

MW-1—Sri Kurian.

MW-2—Sri Bharghavan.

Witness examined on the side of Workmen :

WW-1—Sri P. C. Varghese.

Exhibits marked on the side of Management :

Ext. M-1—Photo copy of Circular dated 25-11-1987, of the Deputy Conservator, Cochin Port Trust.

Ext. M-2—Conveyance Advance Register for the year 1987-88.

Ext. M-3—Conveyance advance register for the year 1978 to 1988-89.

Ext. M-4—A file containing the list for determining the seniority for allotment of conveyance advance for the year 1988.

Exhibits marked on the side of Workmen :

Ext. W-1—Photo copy of letter dated 23-6-1988 from the Union to the Management.

Ext. W-2—Photo copy of letter dated 13-7-1988 from the Assistant Secretary (Sr.) to the Deputy Conservator.

Ext. W-3—Photo copy of abstract of Decision No. 9 of Staff Meeting dated 30-6-88.

Ext. W-4—Photo copy of letter dated 19-7-88 from Management to the union.

Ext. W-5—Photo copy of the minutes of the meeting held on 10-8-1988 between the Management and Union.

Ext. W-6—Photo copy of notice dated 31-5-1988 by the Deputy Conservator.

Ext. W-7—Photo copy of circular No. LO/22-Modality dated 9-1-1981.

नई दिल्ली, 24 अगस्त, 1993

का.आ. 1963.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडिया सिमेंट्स लिम. के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मद्रास तमिलनाडू के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-8-93 को प्राप्त हुआ था।

[नं. एन-29012/19/87-डी-III (बी)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 24th August, 1993

S.O. 1963.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, TAMIL NADU, MADRAS as shown in the Annexure, in the industrial dispute between the employers in relation to the management of INDIA CEMENTS LTD., and their workmen, which was received by the Central Government on 20.8.1993.

[No. L-29012/19/87-D.III(B)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU MADRAS

Friday, the 30th day of July, 1993

PRESENT:

THIRU K. SAMPATH KUMARAN, B.A. B.L.,
INDUSTRIAL TRIBUNAL
INDUSTRIAL DISPUTE NO. 68 OF 1987

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Inda Cements Limited, Sankar Nagar).

BETWEEN

The Workmen represented by
The President,
The Tirunelveli Taluk National General
Workers Union,
Talayuthu,
Sankar Nagar—627357.

AND

The General Manager,
Inda Cements Limited,
Sankar Nagar—627357.

REFERENCE :

Order No. L-29012/19/87-D.III (B), dated 8-6-87 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on this day for final disposal in the presence of Thiru K. S. Narayanan, Advocate appearing for the workmen and of Thiru S. Jayaraman, Advocate appearing for the Management upon perusing the reference, claim and counter statements and other connected papers on record and the Counsel for the Management having filed a memo for withdrawing the dispute as settled out of Court and the Counsel for the workmen having made an endorsement not objecting to the memo and recording the same, this Tribunal passed the following

AWARD

This dispute between the workmen and the Management of India Cements Limited, Sankarnagar arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India, in the order No. L-29012/12,87-D. III B. dated 8-6-1987 of the Ministry of Labour for adjudication of the following issue :

“Is the Management of India Cements Ltd. Sankarnagar, justified in refusing to pay bonus for the accounting year 1985-86 to Shri Durai Raj Thevar working as a watchman in their Valliyoor Limestone quarry on the same percentage of bonus as paid to the other workmen and similarly justified in not sanctioning any annual increment to the same employee? If not, to what relief Shri Durai Raj Thevar is entitled to?”

This Industrial dispute relates to the dispute regarding the liability to pay bonus to the employee Durai Raj Thevar since deceased

The Respondent has filed a memo with a copy of the settlement between the Management and the Union on the claim for bonus for Durai Raj Thevar.

A perusal of the same shows that this matter in dispute has been settled and that the petitioner has also agreed to withdraw this Industrial Dispute as settled out of court.

The petitioner's Counsel has no objection (Endorsement made on the memo) to dismiss the Industrial Dispute as settled out of Court.

Hence in terms of the Memo, this Industrial Dispute is dismissed as settled out of Court

Dated, this 30th day of July, 1993.

Sd./- Illegible

THIRU K. SAMPATH KUMARAN, Industrial Tribunal

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

I. D. NO. 68/1987

The Tirunelveli Taluk National General Workers Union
rep. by its President Talaiyuthu, Sankarnagar.

...PETITIONER

—versus—

The Management of India Cements Ltd., Sankarnagar,
...RESPONDENT.

MEMO FILED BY THE RESPONDENT

The above matter has been settled as between the parties and the Settlement Deed is enclosed. In view of the settlement and as per Clause of the Settlement, the Union has agreed to withdraw the I. D. No. 68/1987 as settled out of Court. Hence, it is prayed that this Honourable Court may be pleased to dismiss the said I. D. as settled out of Court.

Dated, Madras, this 29th day of July, 1993.

Sd./- Illegible
Counsel for Respondent

नई दिल्ली, 25 अगस्त, 1993

का.आ. 1964 —औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी. सी के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-8-93 को प्राप्त हुआ था।

[एन-30011/5/92-आई.आर. (विविध)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 25th August, 1993

S.O. 1964.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of O.N.G. and their workmen, which was received by the Central Government on 24-8-1993.

[No. L-30011/5/92-IR (Misc)]

B. M. DAVID, Desk Officer.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 22 of 1992

PARTIES:

Employers in relation to the Management of Oil and Natural Gas Commission.

AND

Their Workmen.

PRESENT:

Mr. Justice Manash Nath Roy, Presiding Officer.

APPEARANCE :

On behalf of Management : Mr. P. Pathak, Advocate.

On behalf of Workmen : Mr. S. Mukherjee, Advocate.

STATE : West Bengal. INDUSTRY : Oil & Natural Gas.

AWARD

During the pendency of this Reference under Section 10 (1)(d) and 2(A) of the Industrial Disputes Act, 1947, as referred to by the Appropriate Government vide Order No. L-30011/5/92-IR (Misc.), dated May 1, 1992, parties to the proceeding have come to a settlement.

2. Copies of the said settlement have been filed today alongwith annexures.

3. After hearing the learned representatives and going through the terms of the settlement, I feel the terms are reasonable.

4. As such, I dispose of the Reference in terms of the settlement as filed. Let the terms be treated as part of this Award as Annexure—A.

This is my Award.

Dated, Calcutta,

The 2nd August, 1993.

MANASH NATH ROY, Presiding Officer

ANNEXURE—A

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 22 of 1992

In the matter of :
Government of India, Labour Department,
Order No. L-30011/5/92-I.R. (Misc.)
dated 1st May, 1992.

BETWEEN

M/s. Oil & Natural Gas Commission,
50, Chowringhee Road,
Calcutta 700 071.

AND

Their workmen represented by O. N. G. C.
Workers' Association, West Bengal,
50, Chowringhee Road,
Calcutta 700 071.

The humble joint petition on behalf of
the parties abovenamed.

Most Respectfully Sheweth :

1. The above matter is pending before the learned Tribunal.

2. That the above matter has been settled by and between the parties by a memorandum of settlement dated 5-1-1993 whereby the issue under Reference stands settled fully and finally. A copy of the said settlement is annexed hereto and marked as Annexure 'A'.

3. Consequent upon the settlement arrived at all the disputes and demands pertaining to the issue under Reference stand settled fully and finally.

4. That as a result of the settlement arrived at no disputes and demands pertaining to the issue under Reference subsists.

5. The petition is made bonafide.

It is therefore humbly prayed that the learned Tribunal would be graciously pleased to pass an award in terms of the settlement and pass such other or further order or orders as the learned Tribunal may deem fit and proper.

And for this act of kindness your petitioner as in duty bound shall ever pray.

Dated :

For ONGC Workers Association

For General Manager (Exploration)

MEMORANDUM OF DEPARTMENT

(Under Section 10(1) read with Section 2(p) of Industrial Disputes Act, 1947 and Rule 58(4) of the Industrial Disputes (Central) Rules, 1957).

REPRESENTING THE PARTIES

Representing Management :

Shri S. K. Chawla, GCM (Personnel), ONGC, Tel Bhavan, Dehradun.

Shri A. K. Deb, Act, Regional Director, ONGS, CRBC Calcutta.

Shri D. Mazumdar, DGM (Geoph.), ONGC, CRBC, Calcutta.

Representing Workmen :

1. Shri Sanit Ghosh General Secretary, ONGC Workmen's Association, Calcutta (Recognised).

2. Shri Shyamal Kanti Das, General Secretary, ONGC Employees Association, Calcutta.

3. Shri M. Deb Burman, General Secretary, ONGC Workers' Association, Calcutta.

4. Shri Ajay Daniary, General Secretary, ONGC Mazdoor Union, Calcutta.

SHORT RECITAL OF THE CASE

PARTIES :

1. Criteria for selection of persons for engagement/non-engagement as casual workers for the field season 1992-93 at West Bengal.

2. Payment of Ex-gratia to those persons who are not to be engaged.

BACKGROUND IN BRIEF :

In 1990-91 field season, three departmental Seismic parties and one Russian Party under IIEP Programme were employed engaging 1140 casual workers. Due to termination of IIEP contract, the Russian Party was not to be deployed during 1991-92 season. As an alternative, it was proposed to employ a IVth party consisting of 216 workers. As a result of this, the requirement of casual workers during the field season 1991-92 came down to 790 approximately. Therefore, 350 casual workers of 1990-91 field season were not to be engaged.

ONGC had fixed a criteria for selection of casual workers which was not acceptable to the unions and field parties could not be mobilised during 1991-92. The unions expressed that the character of employment, manpower and work organisation for the field parties as adopted by ONGC, is not just and proper. However, unions agreed to resolve the differences on the issue of deployment of field parties for West Bengal, without prejudice to their basic contentions on the points referred to above. Parties also considered that a solution in this respect would be treated as an Adhoc basis and would not be quoted as a precedent for any problems relating to discontinuing deployment of personnel for field party work, partly or otherwise in any area of activity of ONGC.

In the light of the above background, this issue was discussed with the unions of CRBC on 1-10-92 and the following unfortunating on procedure and modalities, were arrived at :—

1. A Joint Task Force consisting of one representative each from the following unions and the representative from the Regional management should sit together and prepare a list of approximately 544 persons who according to ONGC are required for engagement in the field season 1992-93 from the list of 1050 workers who have worked for more than 180 days and less than 240 days during 1990-91 season:—

- | | |
|---------------------------------|------------------------------------------------------------|
| (a) ONGC Workmen's Association | } Nominations of Reps. should reach RD, by 8th Oct., 1992. |
| (b) ONGC Workers' Association | |
| (c) ONGC Employees' Association | |
| (d) ONGC Muzdoor Union | |

2. The Task Force would be guided by the following criteria :—

- The maximum number of field seasons worked by an individual from 1990-91 season backwards.
- The qualifying number of days of work in a field season should be not less than 45 days (45 days criteria has been adopted as the field parties could not be mobilised beyond this period due to unavoidable reasons).
- The engagement should be continuous without any break.

There was another meeting with the unions on 27-11-92 wherein the matter was again discussed and decided to drop the words "for more than 180 days and less than 240 days" from para 1 above.

As per decision of the meeting dated 1-10-92, the Task Force was constituted by the Regional Management on 12-10-92, and the said Task Force started their work from 14-10-92. The Job of the Task Force was completed on 22-12-92.

On 30-12-92, ONGC, Calcutta issued a circular/notice to the workers alongwith a list of 544 workers with the directive to report at the camp of field parties for exploration work for the field season 1992-93 (copy marked in Annexure 'I'), considering the urgency of movement of field CRBC in order to resolve the issue by evolving a reasonable parties to gear up the activities of field party movement.

Finally a meeting was held on 2-1-93 with the unions of solution.

TERMS OF SETTLEMENT

After prolonged discussions, the following was agreed between the parties without prejudice to the contentions of either party to the basic approach on manpower, employment and work organisation for field parties :—

1. A manpower of first 570, according to the Experience List of 1050 casual/contingent workers, as prepared by the Joint Task Force, shall be engaged for deployment at field parties for the field season 1992-93.

1960 CH/93—6

The rest of the required manpower for the field parties will be filled up by 110 casual workers (240 days completed), out of which 26 workers will report from West Bengal Project.

In case anybody (from the list of first 544 workers) enclosed decided to accept the Ex-gratia payment in lieu of engagement or is not able to join otherwise that vacancies will be filled up from the list of remaining 480 casual/contingent workers as per their seniority.

2. It has been agreed that a one-time lump-sum Ex-gratia payment of Rs. 1500 (Rupees one thousand five hundred only) per head per field season against their past experience of each year will be paid to those persons who are not to be engaged. The mode of calculation of field season for payment of Ex-gratia shall be as under :—

- Persons completing 120 days and more in a field season shall get full amount of Rs. 1500.
- Persons completing less than 120 days and more than 44 days will be paid on pro-rata basis assuming 180 days as field season.
- Those completing less than 45 days will not be entitled to any lump-sum ex-gratia.
- Persons who have worked only during the field season 1990-91, their cases may be dealt separately.
- These 480 casual/contingent workers who are not engaged for the field season 1992-93 and paid Ex-gratia, will be given priority in filling up vacancies on the existing or new jobs over all fresh recruits.

3. An option for claiming this Ex-gratia payment shall also be open for the persons of the Experience List who are proposed to be engaged and whose names appear in the List from Sl. 1 to 570.

4. This amount will be in full and final settlement and there will be no further claim whatsoever on this separation. This does not affect the case pending at present before Industrial Tribunal on the issue of Equal pay for Equal work for casual Drivers and medical facilities for casual workers and in Hon'ble High Court, Calcutta for equal pay for equal work and regularisation of casual/contingent hands. However, in case there is any case pending before High Court or Industrial Tribunal on the related issue, it is agreed by the unions that such cases will be withdrawn immediately.

5. Both parties agreed that the solution arrived at today for non-engagement and engagement of casual workers, total manpower requirement and work organisation of field parties shall be without any precedent and without prejudice to their basic contentions and reference to other areas, considering the special circumstances arising out of termination of IEP field party contract in West Bengal.

6. Payment of Ex-gratia.

This offer of Ex-gratia payment to quit, is optional for those workers whose names appear prior to Sl. 571 (i.e. persons who are to be continued in engagement).

For the rest, this offer is not optional and payment will be made within 30 days from the date of settlement.

In this respect, a circular will be issued by the ONGC management within 7 days from the date of signing of this agreement. And payment should be made within 30 days from the date of receipt of the application.

7. Implementation:

Implementation of this agreement shall be in the proper spirit and with goodwill through convincing the workers and cooperation between the parties. Any complaint/grievance arising out of interpretation/implementation shall be jointly discussed and decided. Both the parties have agreed that they will put their best endeavour to maintain good and

harmonious industrial relations in the Region to achieve the targeted production.

SIGNATURE OF PARTIES

Representing Management : (S. K. CHAWLA)
for General Manager Per)
Dehradun.
(A. K. DEV)
Actg. Regional Director
CRBC, Calcutta.
Sd/-
CRBC, Calcutta.

(SUNIT GHOSH)

General Secretary,
ONGC Workman's Assocn, Calcutta.
(SHYAMAL KANTI DAS)
General Secretary,
ONGC Employees Assocn, Calcutta
(M. DEB BURMAN)
General Secretary,
ONGC Workers' Assocn, Calcutta.
(AJAY DANIARY)
General Secretary,
ONGC Mazdoor Union, Calcutta.

Witnesses:

नई दिल्ली, 23 अगस्त, 1993

का.आ. 1965.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, ओरियन्टल इन्श्योरेंस कं. लि. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-8-93 को प्राप्त हुआ था।

[संख्या एल-17012/179/90-आई.आर.बी.-2])
बी.के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 23rd August, 1993

S.O. 1965.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Insurance Co. Ltd. and their workmen, which was received by the Central Government on 20-8-1993

[No. L-17012/179/90-IRB-II]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU, MADRAS

Friday, the 23rd day of July, 1993

PRESENT :

Thiru K. Sampath Kumaran, B.A., B.L., Industrial Tribunal.

Industrial Dispute No. 14 of 1991

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of the Oriental Insurance Co. Ltd., UIL Bldg., P. B. No. 1877 No. 8, Esplanade, Madras-600108).

BETWEEN

Thiru G. Jayasimman, No. 814, N. V. Natarajan Street, Periyar Nagar, Madras-600039,

AND

The Assistant General Manager, The Oriental Insurance Co. Ltd., UIL Building, P. B. No. 1877, No. 8, Esplanade, Madras-600108.

Reference : Order No. L-17012/179/90-IR-B(II), dated 6-3-91, Ministry of Labour, Government of India, New Delhi.

This dispute coming on this day for final disposal upon perusing the reference, and other connected papers on record and the workman being absent, this Tribunal passed the following :

AWARD

This dispute between the workman and the Management of the Oriental Insurance Co. Ltd., Madras-108 arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India, in its Order No. L-17012/179/90-IR-B(II), dated 6-3-91 of the Ministry of Labour, for adjudication of the following issue :

"Whether the Management of Oriental Insurance Company Limited is justified in removing the services of Shri G. Jayasimman, Sub-Staff from service with effect from 20-9-88? If not, what relief the concerned workman is entitled to?"

Today, when the dispute is called, Claim statement is not filed. Petitioner called absent. Industrial dispute is dismissed for default.

Dated, this 23rd day of July, 1993.

THIRU K. SAMPATH KUMARAN, Industrial Tribunal

नई दिल्ली, 25 अगस्त, 1993

का.आ. 1966 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, केनरा बैंक के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-8-93 को प्राप्त हुआ था।

[संख्या एल-12012/74/85-डी-4(ए)]

बी.के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 25th August, 1993

S.O. 1966.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 25-8-1993.

[No. L-12012/74/85-D.IV (A)]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 26/89

AWARD

Workmen Union Vs. Canara Bank.

For the workman : None.

For the management : Shri Ashok Jagga, Advocate.

Central Government vide gazette notification No. L-12012/74/85-D.IV(A) dated 12th June, 1986 issued U/S 10(1)(d)

of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Lakshmi Commercial Bank Ltd. (now Canara Bank) in promoting Shri Gajinder Singh, Clerk as Junior Officer overlooking the claim of the following clerks for promotion is just? If not, to what relief are the workmen entitle?"

1. Shri Bhim Sain Sharma
2. Shri Romesh Vohra
3. Shri S. C. Bhatia
4. Shri Ramesh Malhotra
5. Shri S. C. Dutta
6. Shri Satinder Pal Vij
7. Shri S. C. Sharma
8. Shri K. K. Singhla
9. Shri S. K. Sardana
10. Shri Balbir Singh
11. Shri Tilak Raj Arora
12. Shri Satish Kumar
13. Shri Bodh Raj Sharma
14. Shri Bhag Mal
15. Shri Jagdish Uppal
16. Shri Satish Jairath
17. Shri P. S. Rana, and
18. Shrimati Vinod Kumari

2. In this case grievance of the Union is promotion of Gajinder Singh superseding the persons viz. 1. Bhim Sain Sharma, 2. Ramesh Vohra, 3. S. C. Bhatia, S. C. Dutta, Raman Malhotra, Satinder Pal Vij, S. C. Sharma, K. K. Singla, S. K. Sardana, Balbir Singh, Tilak Raj Arora, Satish Kumar, Bodh Raj Sharma, Bhag Mal, Jagdish Uppal, Satish Jairath, P. S. Rana, Vinod Kumari. It has been further alleged that said Gajinder Singh had remained absent from duty from 25-10-1979 to 3-7-1980. He was treated as absent from duty for seven months and 21 days after adjusting of 22 days leave to his credit. Considering absent from duty for 7 months and 21 days the said Gajinder Singh can not be promoted superseding the said persons and has sought the version of said Gajinder Singh in the present reference.

3. The management in their written statement has taken objection on the ground of non-joinder of necessary parties. Further plea of the management is that case of the petitioner has been dealt under the provisions of Bi-partite Settlement dated 19-10-1966 under Chapter 13 Sub-para V under Caption 'Extra-ordinary leave' vide para 13.34 to 13.36. Further plea of the management is that Gajinder Singh had gone abroad during the period 25-10-1979 to 3-7-1980. Since he had not obtained any permission his absence was treated as one loss of pay. Further said Gajinder Singh satisfied the management regarding sickness while he was at Canada and has produced documentary evidence that he remained under medical treatment from November 1979 to May 1980. His representation was considered by the bank under the provisions of 13.36 of Bi-partite Settlement dated 19-10-1966. The said period was treated as extra ordinary leave which does not amount to break in service. Further plea of the management that the employee who goes on extra ordinary leave shall be deemed to be in the service of the bank unless the same has not been treated as break in service. Said Gajinder Singh is in fact senior to all the 18 persons mentioned in the claim petition. The promotion of Gajinder Singh is in accordance with the seniority list and he has not superseded any one and prayed for the dismissal of the reference.

4. Rejoinder was also filed reasserting the claim made in the claim petition.

5. Counsel for the petitioner made statement that he has no instruction to appear in this case and withdraw from the proceedings Regd. notice was sent to the Union but none put appearance. The management was asked to adduce evidence vide order dated 14-7-1993.

6. The management had produced MW1 K. G. C. Unnathau. He filed his affidavit Ex. M1 in evidence.

7. I have heard counsel for the management, gone through the record and evidence.

8. There is no dispute to the fact that initially said Gajinder Singh was senior to all 18 persons mentioned in the statement of claim. It is only by virtue of his unauthorised absence from duty from 25-10-1979 to 3-7-1980 for about 7 months and 21 days as he had gone abroad without taking any permission his absence was treated as one on loss of pay which down rated him in the seniority list on account of break in service for the said period of 7 months 21 days. The matter did not rest here. As apparent from the evidence led by the management said Gajinder Singh made a representation and satisfied the management regarding his sickness while he was at Canada during the said period and he produced documentary evidence to the effect that he could not come early due to ill health and remained under treatment from November 1979 to May 1980. His representation was considered by the management which was competent to pass an appropriate orders in the light of circumstances and evidence upon having a subjective satisfaction on the plea of said Gajinder Singh and this was the best judge to deal with the said period of absence. The management treated the said period as extra ordinary leave as provided under Chapter 13 sub-para V under caption 'Extra Ordinary leave' vide para 13.34 to 13.36 of the Bi-partite Settlement dated 19-10-1966. Para 13.36 reads as follows:

"13.36. No pay and allowances are admissible during the period of extra-ordinary leave and the period spent on such leave shall not count for increment: Provided that in cases where the sanctioning authority is satisfied that the leave was taken on account of illness or for any other cause beyond the employee's control, it may direct that the period of extra-ordinary leave may be count for increment.

After perusing the same it become apparent that management was within its competence to treat the said period as extra-ordinary leave for the purpose of increments where it is satisfied that the leave was taken on account of illness or any other cause beyond the employee's control. Therefore it is clear that treating the said period as extra-ordinary leave will not amount to break in service. The employee who have gone on extra-ordinary leave shall be deemed to be into the service of the bank unless the same has been treated as break in service or voluntary abandonment or punishment of dismissal or discharge being imposed after the enquiry. Thus conclusion is drawn that the extra-ordinary leave does not amount to break in service on account of the decision having the period of absence treated as an extra-ordinary leave. The said period of 7 months and 21 days was also added for consideration for the seniority of Gajinder Singh which was earlier substracted, and thus his seniority comes to its original position.

9. The management has rightly treated promotion of said Gajinder Singh in preference of said 18 persons who were already junior to said Gajinder Singh initially. Thus there is no merit in this reference and the same is dismissed and returned to the Ministry.

Chandigarh,
30-7-1993.

ARVIND KUMAR, Presiding Officer

Sd./- Illegible,
Central Govt. Industrial Tribunal

नई दिल्ली, 25 अगस्त, 1993

का.आ. 1967 — औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय
मरकर, बैंक तथा इंडिया के प्रबन्धन के संयुक्त नियोजकों
और उनके कर्मचारों के बीच, अद्वंद्व में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-8-93 को प्राप्त हुआ था।

[संख्या एल-12011/36/88-डी-2(ए)]

वी.के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 25th August, 1993

S.O. 1967.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 24-8-1993.

[No. L-12011/36/88-D.II (A)]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri P. D. Apshankar, Presiding Officer.

Reference No. CGIT-2/31 of 1988

PARTIES :

Employers in relation to the Management of Bank of India

AND

Their Workmen.

APPEARANCES :

For the Employer—Shri V. V. Joshi, Representative.

For the Workmen—(1) Shri A. R. Phoujdar, (2) Shri P. G. Nanivadekar, Representatives.

INDUSTRY : Banking STATE : Maharashtra
Bombay, the 30th July, 1993

AWARD

The Central Government by their Order No. L-12011/36/88-D.II (A) dated 30-9-1988 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of Bank of India, Bombay, in not entertaining individual grievances and matters of industrial dispute when brought at the local level of Branch on the ground that they were not represented by majority trade union is justified? If not, to what relief such worker was entitled?"

2. The General Secretary of the Bank of India Workers' Organisation filed the Statement of Claim (Ex. W/2) challenging the said action of the Bank management.

3. The Joint Zonal Manager of the Bombay Metropolitan Zone of the said Bank filed his Written Statement (Ex. M/3) in support of the action in question of the Bank management.

4. The necessary Issues were framed on the pleadings of both the parties at Ex. 4.

5. Thereafter, while reference was at the stage of the evidence, both the parties filed an application (Ex. 7) stating thus :

"The management of Bank of India states as under :

The Bank does not discriminate between award staff, and all their individual grievances are looked into when they are brought to the notice of the Bank.

immaterial of their union affiliations. Having regard to the aforesaid statement the Bank of India Workers' Organisation agree for disposal of the above Reference in terms of the above. Both parties pray accordingly."

6. The above said application has been signed by the Deputy Zonal Manager, Bank of India, Bombay Metropolitan Zone, and by the Chief Officer, Industrial Relations, on behalf of the Branch Manager, and by the representative of the Bank of India Workers' Organisation, and by the Joint Secretary of the Organisation.

7. Therefore, in view of the said settlement between the parties, the following Award is passed :

AWARD

The Bank does not discriminate between award staff, and all their individual grievances are looked into when they are brought to the notice of the Bank, immaterial of their union affiliations.

The parties to bear their own costs of this reference.

Dated : 30th July, 1993.

P. D. APSHANKAR, Presiding Officer

नई दिल्ली, 24 अगस्त, 1993

का.आ. 1968 :—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1-9-93 को उस तारीख के रूप में नियम करती है, जिसको उक्त अधिनियम के अध्याय-4 धारा-44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है (और अध्याय-5 और 6) धारा-76 की उपधारा (1) (और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

"जिला चन्नाई एम जो आर के तालुक सैदापेट में राजस्व ग्राम कदापेरी, पुलीक्कोराडू, चितलापक्कम, श्रीरुनीर-मलाई, तम्बरम की नगर पालिका सीमाएँ, सेलाईपुर, श्रीरसूलम मीनामक्कम, नगानालूर, पञ्चावन्थान्गल, और मादीपक्कम के अन्तर्गत आने वाले क्षेत्र"।

[संख्या एस-38013/16/93-एम एस-1]

जे.पी. शुक्ला, अवसर सचिव

New Delhi, the 24th August, 1993

S.O. 1968.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 1993 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :—

"Areas comprising the revenue villages of Kadaperi, Pulikkoradu, Chitlappakkam, Thirunermalai, Tambaran Municipal Limits, Solaiyur, Thirusoolam, Meenambakkam, Nanganallur, Pazhavanthangal and Madippakkam in Saidapet Taluk, Chengai MGR District."

[No. S-38013/16-93-SS. II]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 25 अगस्त, 1993

का.ग्रा. 1969 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय विद्यालय संगठन, चंडीगढ़ के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-8-93 को प्राप्त हुआ था।

[सं. एल-42012/156/90-आई.आर. (डी.यू.) (पार्ट)]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 25th August, 1993

S.O. 1969.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kendriya Vidyalaya Sangathan, Chandigarh and their workmen, which was received by the Central Government on 24-8-1993.

[No. L-42012/156/90-IR (DU) (Pt.)]

K. V. B. UNNY, Desk Officer.

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH.

Case No. I. D. 56/91.

Jitender Kumar Vs. Kendriya Vidyalaya Sangathan.

For the workman : M. N. Singla.

For the management : Shri Jitender Singh with Shri Mohan Singh.

AWARD

Central Government vide gazettee notification No. L-42012/156/90-IR. (D.U.), dated 9-5-1991 issued u/s. 10(1) (d) of the I. D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Kendriya Vidyalaya Sangathan, Chandigarh in terminating the services of Shri Jitender Kumar, U.D.C., w.e.f. 5-3-1988 is justified? If not, what relief the concerned workman is entitled to and from what date?"

2. Mr. M. N. Singla father and authorised representative of the petitioner has made statement that they do not want to pursue with the present reference and same may be closed and returned to the Ministry. In view of the statement made by Mr. M. N. Singla, father and representative of the petitioner present reference is returned to the Ministry.

Chandigarh, 19-7-1993.

Sd/- Illegible.

नई दिल्ली, 25 अगस्त, 1993

का.ग्रा. 1970 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे, नई दिल्ली के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-93 को प्राप्त हुआ था।

प्रकाशित करती है, जो केन्द्रीय सरकार को 24-8-93 को प्राप्त हुआ था।

[सं. एल-41011/19/91-आई.आर. (डी.यू.) (पार्ट)]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 25th August, 1993

S.O. 1970.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, New Delhi and their workmen, which was received by the Central Government on 24-8-1993.

[No. L-41011/19/91-IR (DU) (Pt.)]

K. V. B. UNNY, Desk Officer.

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Case No. I. D. 157/91.

Sat Pal Singh and Iqbal Singh Vs. Northern Railway.

For the workman : Shri H. K. Sharma.

For the management : None.

AWARD

Central Government vide gazettee notification No. L-41011/19/91-IR. (D.U.), dated 30-10-1991 issued U/S 10(1) (d) of I. D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the General Manager(P), New Delhi in not mentioning the names of Shri Sat Pal Singh and Shri Iqbal Singh above the name of Shri Surjeet Singh, whose name figures in the seniority list at Sl. No. 69 and below Shri D. D. Sharma (Sl. No. 68) is justified? If not, what relief the workmen concerned are entitled to?"

2. Mr. H. K. Sharma has made a statement that he is the authorised representative of the petitioner and the petitioner has not contacted him and they are not interested to pursue the present reference and same may be returned to the Ministry. In view of the statement made by the authorised representative, present reference is returned to the Ministry.

Camp at Duhiana, 13-8-1993.

Sd/- Illegible.

नई दिल्ली, 25 अगस्त, 1993

का.ग्रा. 1971 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल शीप ब्रीडिंग फार्म हिसार के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-93 को प्राप्त हुआ था।

[सं. एल-42012/152/89-आई.आर. (डी.यू.) (पार्ट)]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 25th August, 1993

S.O. 1971.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government In-

dustrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Sheep Breeding Farm, Hissar and their workmen, which was received by the Central Government on 23-8-93.

[No. L-42012/152/89-IR (DU)(PL)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 108/90

Kailash Chander Vs. Central Sheep Breeding Farm

For the workman—Shri Vinesh Khanna

For the management—Shri Arun Walia.

AWARD

Central Govt. vide gazette notification No. L-42012/152/89-IR. (D.U) dated 22-8-90 issued U/S 10(1)(d) of the I.D. Act, 1947, referred the following dispute to this Tribunal for adjudication:

"Whether the management's action of Central Sheep Breeding Farm, Hissar in terminating the services of Shri Kailash Chandra, S/o Shri Ram Gopal Sharma casual unskilled Mazdoor w.e.f. 13-5-86 is justified? If not, what relief the concerned workman is entitled to?"

2. Brief facts as in the statement of claim is that the petitioner was appointed as messenger on 11-2-1981 and had continued to work on the said post till 13-5-1986 from where he was removed from service without giving any notices. He made repeated requests for taking him to service but despite assurance he was never taken back in the service. He has alleged that his termination is illegal, arbitrary, unconstitutional and utter violation of Section 25-F, 25-G and 25-H and no retrenchment compensation and pay in lieu of notice was given. The juniors have been retained and some fresh hands were also recruited after his termination. He thus has prayed for reinstatement in service with continuity and full back wages and other benefits.

3. The management resisted the claim. In their written statement their plea is that the petitioner had worked on daily rate basis from 11-2-1981 to April 1986. The petitioner left the job on his own violation w.e.f. 4/86. It was denied that his services were terminated. Further plea of the management is that after a gap of two years he has reported at the farm and submitted an application dated 3-3-1988 stating that he left the job due to domestic compulsion and sought re-employment which was not acceded to. Further plea of the management that an application was also made on 23-8-1988 by him alleging removal and sought the re-engagement and regularisation which was also not acceded to being the management never terminated his service.

4. Replication was also filed reasserting the claim made in the claim statement.

5. The petitioner in support of his case examined himself as WW1. He filed his affidavit Ex. W1 in evidence. The management got produced letter dated 3-3-1988 as Ex. M-1. The management produced MW-1 Dr. B. S. Rajpurohit. He filed his affidavit Ex. M-2.

6. I have heard both the parties, gone through the evidence and record.

7. The plea of the counsel for the petitioner that services of the petitioner has been terminated w.e.f. 13-5-1986 in violation of Section 25-F, G and H and thus entitle to have reinstatement with back wages. On the contrary the plea of the management is that the petitioner has abandoned the services w.e.f. April 1986. After perusing the said pleas and the evidence and documents I agree to the contention raised by the respdt. management. Contract of service comes to an end where the workman abandoned his job. In order to constitute abandonment there must be total or complete giving up of duties so as to indicate an intention not to resume the same. Abandonment must be total and in the circumstances

which clearly indicate an absolute relinquishment. The question as to whether the job, in fact has been abandoned or not is question of fact which is to be determined in the light of surrounding circumstances, length of absence and the act and conduct of the parties. However, in the present case new plea has been taken by the petitioner in his affidavit Ex. W-1 that he fell ill and with permission, he proceeded to his native village on 13-5-1986. No copy of any representation has been placed on the record and no document has been produced to the fact that he had applied for any leave which was duly sanctioned by the respdt. management. An inference is drawn that the petitioner had neither proceeded on leave nor had applied for leave but simply absented himself from duty continuously. Another circumstances which goes against the petitioner i.e. length of absence. Had services of the petitioner were terminated by the management on 13-5-1986 cause of action against the said termination had accrued to the petitioner immediately but he remained mum for nearly two years till 1988. During these period he had not taken care to approach the higher authorities or to approach the court of law. The demand notice which he had raised in 1988 could have been raised by him in the year 1986 but there is complete null in this behalf. Ex. M1 is the letter written by the petitioner to the respdt. management on 3-3-1988 in which he admits that he had to leave the respdt. management in April 1986 on account of some family difficulties and has sought re-employment. The petitioner admits his signature on the said letter. It is a strong circumstance which indicate that the petitioner had abandoned the services himself in the year 1986. No doubt he says that his signatures were forcibly taken. This plea cannot be accepted in view of the fact that in the year 1988 the petitioner was not in the service of the respdt. management and thus there was no compulsion for him to sign the said letter Ex. M1 under force.

8. The petitioner has relied AIR 1978 S.C. Page 88 Delhi Cloth & General Mills Co. Ltd. Vs. Sambhu Nath and 1990(2) L.L.J. S.C. page 70 Punjab Land Devt. & Reclamation Corpn Ltd. Chandigarh and several others and Presiding Officer, Labour Court, Chandigarh and several others. The said rulings have no application in the circumstances of the present case and is of no assistance to the petitioner because dictum laid down has been followed in their respective context and circumstances. All the facts which constitute the abandonment i.e. length of absence, act and conduct of the petitioner and the surrounding circumstances exist in the present case. Further in the circumstances of the present case it is clear that the petitioner had abandoned and relinquish his service and his removal from roster (muster roll) was mere formality. It is also pertinent to note that the petitioner had not taken up any pleading of ulterior motive, bad faith or malafide on the part of the management.

The plea of violation of Section 25-G and 25-H of the I.D. Act is not tenable in view of the fact that the petitioner himself had abandoned the job.

9. Hence nothing survive in the proceedings initiated by the petitioner and he is not entitled to reinstatement and back wages. Ratio of Managing Director Vs. Babasaheb Devgonda Patil and another 1988 L.L.C. 288 (Bombay) is followed. In a way reference is answered accordingly.

Chandigarh.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 25 अगस्त, 1993

का.ग्रा. 1972 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार सलाह हाइड्रो इलेक्ट्रिक प्रोजेक्ट के प्रबन्धन के संरक्ष नियोजकों और उनके कर्मचारों के बीच, अन्वय में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-8-93 को प्राप्त हुआ था।

[सं. एल-42025/2/84-डी 2(बी) (पार्ट)]
के. वी. बी. उणी, डेस्क अधिकारी

New Delhi, the 25th August, 1993

S.O. 1972.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of Salal Hydro Electric Project and their workmen, which was received by the Central Government on 24-8-93.

[No. L-42025/2/84-D.II(B)(Pt.)]
K.V.B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 28/88

Krishan Lal

Versus

Salal Hydro Electric Project.

For the workman—Shri Anup Kaul

For the management—Shri V. K. Gupta

AWARD

Central Government vide Gazette notification No. L-42025/2/84-D.II(B) dated 27-6-1988 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the following action of the management of Salal Hydro Electric Project are justified? If not, what relief the workman, Shri Krishan Lal, is entitled to?"

- (1) Placing the workman, Shri Krishan Lal in the grade of Rs. 480 on his initial transfer to Salal Hydro Electric Project from Sind Valley Project, Kangan (Kashmir);
- (2) Removal of Shri Krishan Lal from the post of Shovel Operator in the grade of Rs. 330-480 w.e.f. 14-5-79 and then allegedly re-appointing him as a Pump Operator in the lower grade of Rs. 260-350 w.e.f. 11-6-79 and again finally terminating his services with retrospective effect from 16-2-78 (A.N.);
- (3) Non-payment of wages of the post of Shovel Operator to the workman, Shri Krishan Lal for the period from 29-1-79 to 16-6-79;
- (4) Non-grant of 35 days half-pay medical leave to Shri Krishan Lal;

2. Brief facts as narrated in the statement of claim that the petitioner was appointed as shovel operator on 29-6-1976 in the grade of Rs. 330—480 having transferred from Uppar Sindh Hydel Project Kangan (Kashmir). On 16-2-1978 he met with railway accident while travelling to his home village which resulted in amputation of his right leg and remained under hospital upto 29-1-1979. He reported on duty on 29-1-1979 and he was given the post of shovel operator where he had worked till his discharge on 14-5-1979 in spite of he was declared fit to hold the post of shovel operator by the medical board. He was however given alternative post of pump operator on 11-6-1979 in the grade of Rs. 260—350. Thereafter industrial dispute was raised and the said dispute was compromised by the trade union on 23-4-1982 without his knowledge which effected his discharge from the earlier service and re-employment afresh thereby the whole of the past service was to be broken one. It is further alleged that he was not paid wages between 29-1-1979 to 10-6-1979 despite the fact that he had worked as shovel operator. He also claimed maximum grade of Rs. 750 which he was drawing with Uppar Sindh Hydel Project (Kashmir). He has also sought reinstatement as shovel operator with all wages and other benefits. He also claimed an amount of Rs. 580 on account of Earned leave for one month and of 35 days half pay medical leave which comes

to Rs. 340 and sought regularisation of service from 17-4-1967.

3. The management in their written statement has taken the plea that the petitioner was the retiree from Uppar Sindh Hydel Project (Kangan) Kashmir and was given fresh appointment as shovel operator in the scale of Rs. 330—480 vide letter dated 29-5-1976. It was denied that he was transferred from Uppar Sindh Project to the resptd. project. Stand has been taken that the Uppar Sindh Project is neither a unit of NHPC nor it was run by Government of India directly and therefore question of transfer does not arise. It was further averred that the petitioner proceeded on 3-1/2 days casual leave from 16-2-1978 without obtaining prior permission to leave the head quarters. He did not turn up and remained absent for 367 days and during the said period he met with an accident. He submitted his joining report on 29-1-1979. He was not found suitable for operating heavy earth moving machinery being one leg of the petitioner had been amputated as a result of accident. Medical certificate was not signed by him. The medical board could not assess the requirement for working on a shovel machine. The petitioner can not be given the charge of shovel operator which is a very heavy machinery and can not be operated without the full strength of both legs. On compassionate ground the petitioner was given fresh appointment on 12-6-1979 as a pump operator in the scale of Rs. 260—350 on humanitarian ground as a handicapped. He opted the offer and continued to work as pump operator until Union raised a demand notice which ultimately settled before the A.L.C. in which the petitioner was given the scale of Rs. 330—480 as senior pump operator w.e.f. 1-6-1981. The petitioner being unable to discharge duty as shovel operator being a handicapped person and the matter finally settled and thus no dispute about his termination of employment as shovel operator can survive as barred by the settlement. Further plea of the management that though the petitioner had reported on 29-1-1979 he was unable to work on shovel machine and therefore, rightly treated as absent upto 14-5-1979. It was denied that the petitioner remained on the post upto 10-6-1979 as alleged since he did not work on the shovel machine no emoluments are payable. Further plea of the management is that no leave or half pay (medical leave) was due to the applicant even if it may be there it was not encashable and prayed for the dismissal of the reference.

4. Replication was also filed reasserting the claim made in the claim statement.

5. The petitioner in support of his case examined himself as WW1. He filed his affidavit Ex. W1. The management got proved the documents Ex. M1 to M3. The management has produced MW1 J. S. Dogra, Personnel Officer. He filed his affidavit Ex. M4. The workman got proved the documents Ex. W2 to Ex. W3. The parties clover their respective evidence.

6. I have heard both the parties, gone through the evidence and record.

7. The plea of the representative of the workman seeking the benefits for the period having worked in Uppar Sindh Hydel Project Kangan (Kashmir) being duly transferred to resptd. management is meritless. No documentary evidence has been led to show that the petitioner was duly transferred from the said Project to the resptd. management. It was no where shown that the said project was a unit of the resptd. management or it was run by the Government of India directly and in that situation the question of transfer certainly does not arise, rather the petitioner was appointed as afresh by the resptd. management as reflected in his own showing in his affidavit Ex. W1 where he states that he was appointed on 29-5-1976 as shovel operator with the resptd. management in the pay scale of Rs. 330—480. Thus it is held that the petitioner had been working with the resptd. management not by value of his transfer but freshly appointed as shovel operator in the grade of Rs. 330—480. The issue is decided accordingly.

7A. The rep. of the petitioner sought for reinstatement of the petitioner on the post of shovel operator w.e.f. 16-2-1978 with all benefits and has referred Ex. W2 and W3 report of

the medical board showing petitioner being fit to operate shovel machine. There is no force in this contention. The petitioner being on leave w.e.f. 16-2-1978 without obtaining prior permission to leave the head quarter had met with railway accident resultantly his right leg was amputated half which has been admitted by the petitioner in his cross-examination. No doubt upon his joining on 29-1-79 he was subjected to medical examination by the medical board which observed that he is fit to operate shovel machine. The said opinion cannot be considered as conclusive as same is merely objective and not subjective. The medical board cannot assess the requirement of working on shovel machine which is undisputedly very heavy earth moving machinery. It is only the respdt. management which can assess in a better way the suitability of the petitioner for the purpose of operating the said heavy earth mover machine which require stringent operation being perfect activeness of both legs for which the petitioner has also admitted in cross-examination that the machine is very heavy and in order to operate this machine both hands and both legs are to be used actively. That being so the petitioner certainly having his right leg amputated cannot operate shovel machine as the petitioner in his own admission says that both hands and both legs are used actively. Therefore, if a workman is discharged on the ground of ill health which also include physical defect it is because he was unfit to continue in the service at all and his physical condition prevent him to render service for which he had been employed squarely falls under Section 2(oo) (c) of the Act and does not amount to retrenchment. *Match and Plywood Mazdoor Sabha Vs. Star Wood Works, Cherevannur* and another 1984 L.I.C. 1375 is followed.

8. The matter did not rest here. The respdt. management had offered fresh employment as pump operator on compassionate and humanitarian ground petitioner being handicapped. The petitioner having claimed reinstatement on the post of shovel operator and claim continuation is estopped from his own act and conduct and barred by the settlement. Ex. M1 is the appointment letter dated 12-6-1979 offered to the petitioner as a pump operator in the scale of Rs. 260—350 on compassionate ground which the petitioner voluntarily had accepted and joined on the said post on 18-6-1979 without any protest. Ex. M2 is the joining report to this effect. Thereafter continuing on the said post he through his union raised a demand notice in the year 1981 for the regulation of the services as shovel operator. Admittedly the said demand notice was ended with the settlement before the A.J.C. on 23-4-1982 which is Ex. M3. By virtue of the said settlement the petitioner was made senior pump operator w.e.f. 1-6-1981 with higher grade i.e. 330—480 instead of Rs. 260—350. The petitioner on account of the said settlement had also withdrawn arrears of his pay amounting to Rs 1536.90. This leads to a conclusion that by way of the said settlement by the union the petitioner had agreed to be senior pump operator in the scale of Rs. 330—480 which is a binding effect on the petitioner. The ratio laid down in *Baramati Refinery Pragaishd Shramik Parishad Vs. Indian Oil Corporation Ltd. and others* reported in 1990 Labour Law Reporter page 465 is followed. Now it is not open to the petitioner after six years to back out of the said settlement and claimed reinstatement as shovel operator. Issue is decided accordingly.

9. His further claim is for the payment of wages from 29-1-1979 the date when he submitted joining report till 16-6-1979 the date when he joined as pump operator. The management has not disputed the submission of his joining report on 29-1-1979. The circumstances indicate that the petitioner after the submission of the joining report must have worked as shovel operator, only then the management found him not suitable to operate the heavy earth moving machine and was again subjected to medical examination. There is also no dispute to the proposition that the petitioner was relieved from the said post on 14-5-1979. It establishes that the petitioner was duly under employment of respondent management from 29-1-1979 to 14-5-1979 and thus entitled to the pay of the said period. The management is directed to release the wages of the said period within three months from the date of the publication of the Award.

10. Further claim of the petitioner for the grant of 35 days half pay medical leave. No evidence has been led to

substantiate the said claim. Even no suggestion has been put to the management's witness to establish any entitlement to the petitioner for the said half pay medical leave. Thus this claim is rejected for want of inadequate evidence.

11. His claim for Rs. 580 on account of earned leave for one month is also rejected being not the subject matter of the term of reference and lack of evidence.

12. In view of the discussion made in the earlier paras reference is answered accordingly.
Chandigarh.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 25 अगस्त, 1993

का.आ. 1973—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अंतर्गण में, केन्द्रीय सरकार एन.एच.पी.सी., नई दिल्ली एण्ड जनरल मैनेजर, एल.एच.ई.पी. ज्योतिपुरम के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अन्वय में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-8-93 को प्राप्त हुआ था।

[सं. एन-42011/16/87-डी 2(बी) (पार्ट)]

के.वी.बी. उणी, डेस्क अधिकारी

New Delhi, the 25th August, 1993

S.O. 1973.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of NHPC, New Delhi and G.M. SHEP. Jvotipuram and their workmen, which was received by the Central Government on 24-8-1993.

[No. L-42011/16/87-D. II (B) (Pt.)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 98/89

Workmen Vs. Salal Hydro Electric Project.

For the workmen : Shri V. P. Alary.

For the management : Shri V. K. Gupta

AWARD

Central Government vide gazette notification No. L-42011/16/87-D. II(B), dated 9th May, 1989 issued U/S 10(1) (b) of the I. D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of NHPC New Delhi and General Manager S. H. E. P. Jvotipuram in not contributing the same contribution w.e.f. 1-4-1985 in place of pensionary benefits to its employees is justified ? If not, what relief the workman are entitled to and from what date ?"

2. Brief facts as narrated in the statement of claim that the petitioners employees initially in their regular cadre numbering 1150 were working with N.H.P.C. and the said pro-

ject was under the direct control of Central Government Ministry of Energy. The said regular employees of the project were having benefit of G.P.F. as the deduction from the salary of the employees were made and the employer was not supposed to made equal contribution as is available in the case of C.P.F. or E.P.F. scheme and were allowed pensionary benefits after retirement. This was prior to 1-4-1983. After 1-4-1983 the services of the employees were transferred to Salal Hydro Electric Project and after the transfer service conditions of the employees were automatically changed they were placed under the E.P.F. scheme from G.P.F. The pension scheme was discontinued. The said amount of G.P.F. which the employees have contributed prior to transfer were converted to E.P.F. It is thus claimed that one the amount of G.P.F. has been converted to E.P.F. the employers should have paid equal contribution from the beginning of service up to 1-4-83 the date of transfer as after transfer the right of pensionary benefits has also been snatched. It is further alleged that they made representations their claim has never been rejected but the respdts. are shifting their responsibilities. It has thus been sought the employees contribution from the date of joining the services till transfer i.e. 1-4-1983 with usual interest.

3. The management in their written statement has pleaded that the employees borne on the regular cadre of this project was transferred to NHPC w.e.f. 1-4-1983 on specific terms and conditions. The application of Central G.P.F. rules in respect of these employees were discontinued and substituted by the NHPC EPF rules w.e.f. 1-4-1983. It is further pleaded that all these employees were purely on temporary basis as all the posts sanctioned upto 1-4-1983 were temporarily measured and sanctioned on year to year basis. Thus no pensionary benefits accrue to the temporary appointment on the temporary posts and therefore, there is no question of snatching the pensionary rights. The management by way of admission has also pleaded that the matching contribution and interest thereon had to be paid by Respd. No. 2. Further stand of the management that the matter already stand referred to Government of India Respd. No. 2 for early action and claimed that in order to expedite the matter the employees may submit the detail of their claims individually for necessary vetting at their level and for submitting the detailed claim with Respd. No. 2.

4. Replication was also filed reasserting the claim made in the claim statement.

5. The Union had produced WW-1 Rattan Gen. Secretary NHPC Staff Association. He filed his affidavit Ex. W-1. The management got proved the documents Ex. M-1 copy of demand notice. The management had produced MW-1 J. S. Dogra Personnel Officer S.H.E.P. He filed his affidavit Ex. M-2 and parties closed their evidence.

6. I have heard both the parties, gone through the record and evidence.

7. Prior to the transfer having working in the direct control of Central Government the petitioners employees were given benefits of GPF scheme i.e. as some deductions from the salary of the employees were made and being deposited in GPF account. They are also entitled to the pensionary benefits. The transfer had taken place w.e.f. 1-4-1983 and the services of the petitioner employees were transferred to SHEP and they were placed in EPF scheme. The amount of GPF which had accrued from the date of their joining till transfer as on 1-4-1983 were transferred to EPF. Pension scheme was discontinued. This means that the petitioners employees are put in disadvantageous position. They have lost benefits of pension and as well they are not getting matching contribution of the employer to the amount of GPF which has been converted into EPF, which cannot be, being less favourable to the employees. Once their amount deposited in GPF has been converted into EPF the pensionary benefits are discontinued, the petitioners, employees are entitled to matching contribution from the employer equal to the amount converted from GPF to EPF. The Court is handicapped being the management has not placed on the record the transfer scheme. However, the respondent No. 1 Salal Hydro Electric Project in written statement have not denied payment of matching contribution but they are shifting their responsibility upon Respd. No. 2, the Central 1960 GI/93—7

Government which is not correct. The transfer of establishment is defined under Section 17-B of the Employees Provident Fund Act, 1952 which reads as follow :

"Liability in case of transfer of establishment.—Where an employer in relation to an establishment transfers that establishment in whole or in part, by sale, gift, lease or licence or in any other manner whatsoever, the employer and the person to whom the establishment is so transferred shall jointly and severally be liable to pay the contribution and other sums due from the employer under any provision of this Act or the scheme or the Family Pension scheme, as the case may be, in respect of the period up to the date of such transfer;

Provided that the liability of the transferee shall be limited to the value of the assets obtained by him by such transfer"

After perusing the same it stipulates that the employer and the persons to whom the establishment was transferred shall jointly and severally be liable to pay the contribution and other sums due from the employer up to the date of such transfer provided that the liability of the transferee shall be limited to the value of the assets obtained by him by such transfer. The management's witness Shri J. S. Dogra MW-1 has admitted in cross-examination that at the time of taking over the assets and liabilities are also taken over by the management. He is silent about value assets nor any evidence has been led in this respect. It is not denying the fact that the present management the respdt. No. 1 has converted the amount deposited in the GPF of the petitioner employees into E.P.F. scheme. In this situation the respdt. No. 1 the present management is to pay the matching contribution.

It is ordered accordingly. The management is given three months time for making necessary payments from the date of the publication of this award, with interest 12 per cent

Chandigarh.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 25 अगस्त, 1993

का.आ. 1974 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. सेन्दल कोल्फील्ड्स लिमि. की गुरुकुणा कोलियरी के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्म-कारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2,) धनवाद के पक्षपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-8-93 को प्राप्त हुआ था।

[एल-20012/131/88-आई.आर. (सी-1)]

एच.सी. गौड, डेस्क अधिकारी

New Delhi, the 25th August, 1993

S.O. 1974.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. II) Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bhurkunda Colliery of M/s. C.C.L. and their workmen which was received by the Central Government on 25-8-1993.

[No. L-20012/131/88-IR (C-I)]

HARISH GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 68 of 1989

PARTIES :

Employers in relation to the management of Bhurkunda Colliery of M/s. C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri B. Ram, Presiding Officer.

APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.

For the Workmen—Shri Raghunandan Prasad, President Indian National Coal Mines Engineering Workers' Association.

STATE : Bihar **INDUSTRY :** Coal

Dated, the 12th August, 1993

AWARD

The present reference arises out of Order No. L-20012/131/88-I.R. (Coal-I) dated, the 30th May, 1969 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

"Whether the action of the management of Bhurkunda Colliery of C.C. Ltd., P.O. Bhurkunda, Dist. Hazaribagh in taking work of Munshis (Clerical Gr. III) from S/Shri Bashist Singh (Shot-firer Khalasi), Shiva Prasad (Trammer), Ram Ekbal Singh (Belt Operator) and Habibullah (Trammer) from 1979 upto date denying them the wages and status of Munishes are justified? If not, to what relief the concerned workmen are entitled?"

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be passed on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and pass an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

B. RAM, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

Ref. No. 68/89

PARTIES :

Employers in relation to the Management of Bhurkunda Colliery of Central Coalfields Ltd. P. O. Bhurkunda, Dist. Hazaribagh.

AND

Their Workmen represented by the Indian National Coal Mines Engineering Association, CCL Region P.O. Bhurkunda, Dist. Hazaribagh.

JOINT COMPROMISE PETITION OF EMPLOYERS AND THE WORKMEN

The above mentioned Employers and the Workmen/Sponsoring Union most respectfully beg to submit jointly as follows :—

- (1) That the Employers and the Workmen/Sponsoring Union have jointly negotiated the dispute covered by the above Reference with a view to arriving at a mutually acceptable and amicable settlement.

- (2) That as a result of the above negotiations, both the parties have entered into a settlement in form 'H' as per the provisions of the Industrial Disputes Act on 26-3-93 and sent copies thereof to the various authorities as laid down in Rule 58(4) of the Industrial Disputes (Central) Rules.

- (3) That 7 copies of the aforesaid settlement duly signed by the parties are being submitted herewith.

In view of the above, the Employers and the Workmen/Sponsoring Union jointly pray that the Hon'ble Tribunal may be pleased to give an award in terms of the above settlement and dispose of the reference.

Sd/-

(RAGHUNANDAN PRASAD)

PRESENT

Indian National Coal Mines Engineering Workers' Association

FOR AND ON BEHALF OF WORKMEN.

Sd/-

(R. P. DHIMAN)

Project Officer, Bhurkunda Colliery

Central Coalfields Limited

FOR AND ON BEHALF OF EMPLOYERS.

Dated : 29-3-1993

Sd/-

(R. P. SHARMA)

Dy. Chief Personnel Manager
Barkakana Area

Central Coalfields Limited

FOR AND ON BEHALF OF EMPLOYERS.

Sd/-

(R. S. MURTHY)

ADVOCATE

FOR EMPLOYERS.

Memorandum of settlement arrived at between the Management of Bhurkunda Colliery of Central Coalfields Ltd., P.O. Bhurkunda, Dist. Hazaribagh and

Their Workmen represented by Indian National Coal Mines Engineering Workmen Association, CCL, Region P.O. Bhurkunda Dist. Hazaribagh on 26-3-1993.

Name of parties :

Representing Employers :

- (1) Sri R. P. Dhiman,
Project Officer/Agent,
Bhurkunda Colliery.
- (2) Sri R. P. Sharma,
Dy. Chief Personnel Manager,
Barkakana Area,
Central Coalfields Ltd.,

Representing Workmen :

- (1) Sri Raghunandan Prasad,
President,
Indian National Coal Mines
Engineering Workmen
Association, CCL Region,
P.O. Bhurkunda,
Dist. Hazaribagh.

Short recital of the case

In Industrial Dispute was raised by the Indian National Coal Mines Engineering Association which was referred to the Central Government Industrial Tribunal No. 1, Dhanbad with the following terms of Reference.

"Whether the action of the Management of Bhurkunda Colliery of Central Coalfields Ltd., P.O. Bhurkunda, Dist. Hazaribagh in taking work of Munshi Clerical Grade III from S/Sri Bashist Singh, Shot Firer Khalasi, Shiva Prasad, Trammer, Ram Ekbal Singh, Belt Operator and Habibullah, Trammer from 1979 upto date and denying them wages and status of Munshi are justified? If not, to what relief the concerned workmen are entitled?"

It was registered as Ref. No. 68/89. The parties have submitted their written statements and rejoinder before the CGIT No. 1 Dhanbad and the case has reached the stage of submission of documents by the parties and hearing thereafter. In the meantime, however, the Employers and the

Association have mutually negotiated the matter with a view to arriving at an amicable and over all settlement and as a result of such negotiations, it has been agreed to settle the dispute on the following terms and conditions :—

TERMS OF SETTLEMENT

- (1) It is agreed that the Management will regularise S/ Sri Bashist Singh, SF Khalasi, Sheo Prasad, Trammer, Ram Ekbal Singh, Belt Operator and Habibulla, Trammer as Munshi in Clerical Gr. III w.c.f. 1-4-1993. Their pay will be fixed in the post of Clerical Gr. III as per that the date according to the rules of the Management.
- (2) It is agreed that the above regularisation will be personal to the workmen concerned only and it will not be treated as a precedence for promotion regularisation in any other case in future.
- (3) It is agreed that the Association and the Workmen concerned shall not claim any back wages or any other benefit for the past period for the 4 workmen concerned.
- (4) It is agreed that this is an over all settlement in full and final settlement of all the claims of the Association covered by the aforesaid reference pending before the CGIT No. 1, Dhanbad.
- (5) It is agreed that copies of this settlement will be filed before the Tribunal for giving an Award in terms thereof in due course and in the meantime, this settlement will be implemented with effect from the above date as indicated in Clause (1) above.

Signature of parties

(Raghunandan Prasad)
President,

Indian National Coal Mines
Workers Association,
CCL, Region.

For and on behalf of Workmen.

1. (Sri R. P. Dhiman)
Project Officer/Agent,
Bhurkunda Colliery,
Central Coalfields Ltd.

For and on behalf of Employers.

2. (Sri R. P. Sharma),
Dy. Chief Personnel Manager,
Barkakana Area,
Central Coalfields Ltd.

For and on behalf of Employers.

Witnesses :

1. Sri Bashist Singh, SF Khalasi, BHK.
2. Sri Sheo Prasad, Trammer, Bhurkunda.
3. Sri Ram Ekbal Singh, Belt Operator, BHK.
4. Sri Habibulla, Trammer, Bhurkunda.
5. Sri Judubir Singh, S.P.A., Bhurkunda.
6. Shri Brij Lal, Mining Sirdar, Bhurkunda.

Copies per registered post A.D. to :

1. The Asstt. Labour Commissioner (Central), Ministry of Labour, Government of India, Hazaribagh, Ranchi with ref. to this Case File No. 14(100)/88 and 14 (97)/88.
2. The Regional Labour Commissioner (Central), Ministry of Labour, Government of India, Jagjiwan Nagar, Dhanbad.
3. The Chief Labour Commissioner (Central), Ministry of Labour, Government of India, Shramshakti Bhawan, Rafi Marg, New Delhi.
4. The Secretary to the Government of India, Ministry of Labour, Shramshakti Bhawan, Rafi Marg, New Delhi.

Sd/- Illegible

नई दिल्ली, 25 अगस्त, 1993

का. आ. 1975.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. सेंट्रल कोलफील्ड्स लिमिटेड की धोरी कोलियरी के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं० 2), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-8-93 को प्राप्त हुआ था।

[एल-20012/87/88-डी.-4(ए)/आई आर (कोल-I)]

एच.सी. गौड, डेस्क अधिकारी

New Delhi, the 25th August, 1993

S.O. 1975.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. II) Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Dhori Colliery of M/s. C.C.L. and their workmen which was received by the Central Government on 24-8-1993.

[No. L-20012/87/88-DIV(A)/IR (Coal-I)]

HARISH GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Section 10(1)(d) of the
Industrial Disputes Act, 1947

Reference No. 46 of 1989

PARTIES :

Employers in relation to the management of Dhori
Colliery of Central Coalfields Ltd.

AND

Their Workmen.

PRESENT :

Shri B. Ram, Presiding Officer.

APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.

For the Workmen—Shri J. P. Singh, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dated, the 12th August, 1993

AWARD

The present reference arises out of Order No. L-20012(87)/88-IV(A)/I.R. (Coal-I), dated the 5th May, 1989 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

"Whether the dismissal of Shri G. C. Srivastava, an Attendance Clerk of Dhori Colliery with effect from 1-6-87 by the management of Dhori Colliery of C.C.L., P.O. Dhori, Dist. Giridih is justified? If not, to what relief the workman is entitled to?"

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be passed on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and pass an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

B. RAM, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 DHANBAD

Ref. No. 46 of 1989

PARTIES :

Employers in relation to the Management of Dhori Colliery of Central Coalfields Ltd., P.O. Dhori, Dist. Bokaro (Formerly Giridih Dist.)

AND

Their workmen.

JOINT PETITION OF EMPLOYERS AND WORKMEN

The above-mentioned Employers and Workmen most respectfully beg to submit as follows :—

- (1) That the Employers and the workmen have jointly negotiated the matter covered by the above reference with a view to arriving at an amicable and mutually acceptable settlement. The case of the workman concerned was also taken up by the Area Secretary, Rashtriya Colliery Mazdoor Sangh, Dhori Area.
- (2) That as a result of such negotiations held between the parties on different dates and finally on 15-2-1993, it was agreed to settle the matter mutually on an amicable and overall basis.
- (3) That in accordance with the above agreement, a Memorandum of Settlement as per the provisions of the Industrial Disputes Act, 1947 and the Central Rules framed thereunder was arrived at between the parties on 20-3-1993 and the dispute was finally and completely settled and resolved thereby.
- (4) That 7 copies of the aforesaid settlement are being submitted herewith duly signed by both the parties. Copies of the settlement in question have also been sent to the various authorities as referred to in Rule 58(4) of the Industrial Disputes (Central) Rules, 1957.

In view of the above, the dispute referred to this Hon'ble Tribunal no longer survives. Both the parties, therefore, pray that the Hon'ble Tribunal may be pleased to dispose of the above reference in terms of the settlement arrived at between the parties, copies of which are being submitted herewith.

(G. C. SRIVASTAVA)
Workman concerned.
(GIRJA SHANKAR PANDEY)
Area President

Rashtriya Colliery Mazdoor Sangh
Dhori Area

For and on behalf of Workmen.
(K. KUMAR)

General Manager
Central Coalfields Ltd.

For and on behalf of Employers.
(RAL. S. MURTHY)
Advocate

For Employers.

Dated 20-3-93

FORM H

Memorandum of settlement arrived at between the Management of Dhori Area of Central Coalfields Ltd. P.O. Dhori, Dist. Bokaro and their workmen represented by Rashtriya Colliery Mazdoor Sangh through its area Secretary, Dhori Area, P.O. Dhori, Dist. Bokaro and Sri G. C. Srivastava on 20-3-1993.

Name of Parties :

1. Sri K. Kumar,
General Manager,
Dhori Area, Central Coalfields Ltd.,
P.O. Dhori, Dist. Bokaro.

Representing Workmen :

1. Sri Girja Shankar, Pandey,
Area, President, Rashtriya
Colliery Mazdoor Sangh,
P.O. Dhori, Dist. Bokaro.
2. Sri G. C. Srivastava,
Ex-Attendance Clerk,
Dhori Colliery.

Short recital of the case

An individual dispute notionally treated as an industrial dispute under Section 2-A of the Industrial Dispute Act, 1947 as raised by Sri G. C. Srivastava, Ex-Attendance Clerk, Dhori Colliery of Central Coalfields Ltd., was referred to the Central Government Industrial Tribunal No. 1 Dhanbad vide Order No. L-20012(87)/88-D.IV(A)/IR (Coal-I), dated 5-1-1989 of the Labour Ministry for adjudication under Section 10(1)(d) of the I. D. Act, 1947 with the following terms of reference :—

"Whether the dismissal of Sri G. C. Srivastava, an Attendance Clerk of Dhori Colliery with effect from 1-6-1987 by the Management of Dhori Colliery of CCL, P.O. Dhori, Dist. Giridih now Bokaro is justified ? If not, to what relief the workman is entitled to ?"

The said case was registered as Ref. No. 46/89 before the Central Government Industrial Tribunal No. 1, Dhanbad. Both the parties submitted their written statements and rejoinders and the case is at the stage of hearing. Meanwhile, the workman concerned, Sri G. C. Srivastava, approached the Management of C.C.L. through the Area Secretary, Rashtriya Colliery Mazdoor Sangh, Dhori Area, for direct negotiations and settlement of the dispute. Discussions were held between the parties on different dates and finally during the course of discussions held at Ranchi at the Head Office level on 15-2-1993 it was agreed to settle the matter mutually and on an overall basis on the following terms and conditions :—

TERMS OF SETTLEMENT

- (1) It is agreed that Sri G. C. Srivastava and the Union, R.C.M.S. representing him will forego their claim for re-instatement of Sri G. C. Srivastava in the post of Attendance Clerk in clerical Gr. II and other concerned claims/benefits before the Central Government Industrial Tribunal No. 1, Dhanbad in Ref. No. 46/89.
- (2) It is agreed that in consideration of Clause (1) above, the Management agrees to reinstate Sri G. C. Srivastava in the lower post, i.e., Clerk Gr. III in N.C.W.A.-IV pay scale of Rs. 1095-37 1613 on the minimum of the said pay scale, i.e., Rs. 1095 p.m. w.e.f. 24-3-1993 without any benefit of back wages or other benefits except the continuity of services. The intervening period between the date of his dismissal from 1-6-1987 till the date of re-instatement, i.e., 20-3-1993 will be treated as a period of extraordinary leave without wages.
- (3) It is agreed that this is an overall settlement in connection with all the claims of the workman concerned in connection with and arising from the aforesaid reference pending before the Central Government Industrial Tribunal No. 1, Dhanbad.
- (4) It is agreed that while this settlement will be implemented w.e.f. the date referred to in Clause (2) above and both the parties shall file a joint petition before the Central Government Industrial Tribunal No. 1, Dhanbad for disposing of the aforesaid pending reference in terms of this settlement.

Signature of Parties :

(G. C. SRIVASTAVA)
Workman concerned.

(GIRJA SHANKAR PANDEY)
Area President
Dhori Area Branch Rashtriya Colliery
Mazdoor Sangh
For and on behalf of Workmen

(K. KUMAR)
General Manager
Dhori Area

Central Coalfields Ltd.

For and on behalf of Employers

Dated : 20-3-1993.

Witnesses :

1. (U. K. KHOSH)

Jr. Accountant,

G.M. Office, Dhori and

President, RCMS, Area Office Branch.

2. (B. K. SINHA)

Dy. Chief Personnel Manager

Dhori Area.

Dated : 20-3-1993.

Copy per Regd. Post A.D. forwarded jointly by both parties :

1. The Asstt. Labour Commissioner (Central), Ministry of Labour, Government of India, Hazaribagh.
2. The Regional Labour Commissioner (Central), Ministry of Labour, Government of India, Doctors' Colony Jagjiwan Nagar, Dhanbad.
3. The Chief Labour Commissioner (Central), Ministry of Labour, Government of India, Shram Shakti Bhawan, Rafi Marg, New Delhi.
4. The Secretary to the Government of India, Ministry of Labour, Shram Shakti Bhawan, Rafi Marg, New Delhi.

नई दिल्ली, 25 अगस्त, 1993

का. आ. 1976.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भै. भारत कोकिंग कोल लिमि. की सिनिडीह वर्कशॉप के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-8-93 को प्राप्त हुआ था।

[सं. एल-20012/314/89-आई.आर. (कोल-I)]

एच.सी. गौड, डेस्क अधिकारी

New Delhi, the 25th August, 1993

S.O. 1976.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. II), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Sinidih Workshop of M/s. B.C.C.L. and their workmen which was received by the Central Government on 24-8-1993.

[No. L-20012/314/89-IR (C-I)]

HARISH GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 152 of 1990

PARTIES :

Employers in relation to the management of Sinidih Workshop of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri B. Ram, Presiding Officer.

APPEARANCES :

For the Employers—Shri D. K. Verma, Advocate.

For the Workmen—Shri D. Mukherjee, Secretary Bihar Colliery Kamgar Union.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 13th August, 1993

AWARD

By Order No. L-20012/314/89-IR. (Coal-I), dated, the 13th July, 1990, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the management of M/s. BCCL in relation to Sinidih Workshop is justified in not paying higher rates of wages to the workman Shri Mohd. Quddus, Auto electrician who was placed in Cat. 'D' with retrospective date 8-4-82 as per settlement dated 10-10-85 ? If not, to what relief the said workman is entitled ?"

2. In this case Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union appeared and made written statement on behalf of the workman. Shri D. K. Verma, Advocate, appeared on behalf of the employers and filed written statement and some items of documents. Subsequently Shri D. Mukherjee filed a petition on 12-8-93 stating that the workman is not interested to pursue the case further and he accordingly prayed for passing 'no dispute' award. I find no reason why a 'no dispute' award should not be passed.

3. Accordingly, I pass a 'no dispute' Award in this case.

B. RAM, Presiding Officer

नई दिल्ली, 25 अगस्त, 1993

का.आ. 1977.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भै. सेन्ट्रल कोलफील्ड्स लिमिटेड कं. लपंगा कोलियरी के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-8-93 को प्राप्त हुआ था।

[सं. एल-24012/12/88/डी-4(बी)/आई आर (कोल-I)]

एच.सी. गौड, डेस्क अधिकारी

New Delhi, the 25th August, 1993

S.O. 1977.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No. II), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Lapanga Colliery of M/s. C.C.L. and their workmen which was received by the Central Government on 24-8-93.

[No. L-24012/12/88-D.IV(B)/IR(C-I)]

HARISH GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B. Ram, Presiding Officer.
In the matter of an industrial dispute under Section 10(1)(d)
of the I. D. Act, 1947

Reference No. 174 of 1991

PARTIES:

Employers in relation to the management of Lapanga
Colliery of M/s. Central Coalfields Ltd. and their
workmen.

APPEARANCES:

On behalf of the workmen: Shri D. Mukherjee, Advoca-
cate.

On behalf of the employers: Shri R. S. Murthy, Advoca-
cate.

STATE: Bihar.

INDUSTRY: Coal.

Dated, Dhanbad, the 16th August, 1993

AWARD

The Government of India, Ministry of Labour in exercise
of the powers conferred on them under Section 10(1)(d) of
the I.D. Act, 1947 has referred the following dispute to
this Tribunal for adjudication vide their Order No. L-24012
(12)/88-D.IV(B)/TR(C-I), dated, the 2nd January, 1991.

SCHEDULE

"Whether the action of the management of Lapanga
Colliery of C.C.L. Barkakana Area, P.O. Bhadani-
nagar, Distt. Hazaribagh in dismissal of Sri A. K.
Dey, Loading Inspector vide management's letter
No. PO/LPG/Case File/86/3686-95 dated 26-1-86
is justified? If not, to what relief the workman is
entitled?"

2. In the present reference the action of the management
Lapanga Colliery of M/s. CCL Barkakana Area in dismissing
Shri A. K. Dey, Loading Inspector has been challenged.

3. Admittedly Shri A. K. Dey the concerned workman, was
an employee of Lapanga Colliery was deputed for duty at
the loading points of local sale of coal at Lapanga Colliery.
It was alleged that Shri Dey was engaged in corruption
collecting illegal gratification from the transports and opera-
tors for lifting coal at the colliery. The Central Bureau
of Investigation having the responsibility of prevention of
corruption amongst public servant got secret information about
the alleged demand and acceptance of illegal gratification
@ Rs. 5 per truck. On the basis of the said information
a team of CBI official under the order of Superintendent
of Police, Central Bureau of Investigation/Special Police Est-
ablishment, Government of India, Ranchi rushed to Lapanga
Colliery on 29-12-81 at about 8.30 hours. It was getting at
about 12.05 hours when the concerned workman, a loading
supervisor of Quarry No. 2 of the colliery was found demand-
ing Rs. 15 from one Shri Ramraksha Pandey within the
hearing of CBI official and two witnesses who had accom-
panied those officials. It was alleged that Shri Pandey made
over Rs. 15 of the denomination of Rs. 5 each to Shri A. K.
Dey which Shri Dey accepted and kept it in his breast
pocket of his shirt which he was then wearing. This was
seen by the CBI officials and their accompanying witnesses.
The informant and his associates rushed to the spot dis-
closing their identity to Shri Dey and recovered the bribed
money from his physical possession. Both the accused per-
sons namely Shri Ramraksha Pandey offering bribe and
Shri A. K. Dey accepting the same were arrested and brought
to Bhurkunda Police station where currency notes were taken
charge of and seizure list prepared. The case was investigated
and chargesheet was submitted with the Special Judge, CBI,
Ranchi and lastly cognizance of offence was taken.

4. The incident was brought to the notice of the manage-
ment and thus the Manager, Lapanga Colliery issued charge-
sheet dated 30-12-81 to Shri A. K. Dey. The action of
Shri Dey amounted to misconduct within the meaning of
clauses (a), (b) and (q) of the Model Standing Orders appli-
cable to the establishment of Coal Mines. These clauses
reads as follows:—

"(a) Theft, fraud or dishonesty in connection with emp-
loyer's business or property.

(b) Taking or giving bribes or illegal gratification what-
soever in connection with company's business or his
own interest.

(q) Any breach of the Mines Act, 1952 or any other
Act or any rules, regulations or bye-laws thereunder
or of any Standing Orders."

5. The concerned workman submitted reply to the charge-
sheet which were not found satisfactory and then a domestic
enquiry was conducted against the charges levelled against
the concerned workman. Shri U. Narayan, Dy. P. M. CCL
Barkakana area was appointed as E.O. and by the same
order Shri R. K. Banerjee, Executive Engineer was appointed
the representative of the management. The domestic enquiry
was conducted and report was submitted also holding the
concerned workman guilty of the charges. The Report of
the E.O. was considered by the Agent/Project Officer and
he accepted the finding of the E.O. Considering the gravity
of the offence the concerned workman was dismissed vide
order dated 26-4-86. It was submitted by the management
that in the circumstances of the case the concerned workman
deserve no consideration and he is not entitled for any relief.

6. The workmen denied the charges and submitted that a
false and frivolous chargesheet dated 30-12-81 was issued
by the incompetent and unauthorised person. At the same
time it was vague and indefinite. The workmen submitted
reply to the chargesheet denying every charges which accord-
ing to him were false and unfortunate. It the W.S. the fair-
ness of the domestic enquiry was challenged but ultimately
before hearing, the fairness of enquiry was conceded and thus
it has been held to be fair proper and in accordance with
the principles of natural justice.

7. In the W.S. it has been stated that a criminal case was
pending against the concerned workman and during the de-
partmental enquiry he did not like to disclose his defence
which could have caused prejudice to him during his criminal
trial. Accordingly he had prayed for stay of the departmen-
tal enquiry till disposal of the criminal case. It was stated
that he was acquitted of the criminal charges but still the
management dismissed him from the service which was ille-
gal, arbitrary and in violation of the provision of Standing
Orders.

8. The concerned workman raised industrial dispute before
the ALC(C), Dhanbad but unfortunately the Ministry of
Labour declined to make any reference and ultimately the
union had to prefer Writ Petition before the Hon'ble High
Court by CWJC No. 2504/91(R). The Hon'ble High Court
was pleased to direct the Ministry of Labour to refer the
dispute for adjudication and hence the present reference. It
was urged that the action of the management in dismissing
the concerned workman was wholly unjustified. It has been
prayed that the concerned workman be reinstated with full
back wages.

9. In the peculiar circumstances of the case the point for
consideration would be as to whether there was materials
sufficient enough before the E.O. to hold the concerned
workman guilty of the charges and if so whether the punish-
ment inflicted upon the concerned workman was proportionate
to the misconduct.

10. There was a photo copy of the judgement dated 14-5-91
vide R.C. 14/81 of the Court of Special Judge, CBI, Ranchi.
The accused person including the concerned workman have
been acquitted after giving benefit of doubt. This benefit of
doubt, under the law has the same force and effect as of clean
acquittal. In the operative portion of the judgement the
learned judge has written that the prosecution has not been
able to prove the alleged charges beyond all reasonable and
probable shadow of doubt. The photo copy of the CWJC

No. 2304 of 1991 (R) has also been filed where in the Hon'ble Court has been pleased to direct to pass necessary order in the light of subsequent events. Definitely the acquittal of the concerned workman from the Criminal Charges was a subsequent event.

11. Ext. M-2 is the chargesheet which reads as follows:—

"1. That on 29-12-81 at about 11.30 am while you were on duty at the loading point of local sale Trucks at Manital Quarry/Rechnunk Quarry, Lapanga Colliery, you were caught red-handed by the C.B.I. team and also Vigilance team of CCL at the time of taking illegal gratification from the Munsifi of local sale coal dealers as reported to the undersigned.

2. That thereafter you were immediately taken to Police custody for the above charges and subsequently released on Bail as reported.

If the above charges are proved, they would constitute acts subversive of discipline and also constitute misconduct under clause No. 17(i)(a)(b)(q) of Model Standing Orders and even otherwise considering what is misconduct has to be reasonably construed."

12. In order to prove the misconduct the management examined two witnesses. Shri Dashrath Singh, Sr. Overman Lapanga Colliery is witness No. 1. Admittedly he is not an eye witness to the occurrence. He could know about the incident only after the receipt of the chargesheet on 31-12-81. In cross-examination he denied to have been the concerned workman accepting any bribe from the local Munsifi.

13. The next witness of the management is Shri R. P. Maibur, Sr. Vigilance Officer, CCL, Ranchi. He is an officer who had conducted the raid along with the CBI officials so he was an important witness in the prosecution during the criminal trial. I do not think his evidence alone will be sufficient enough to prove the charges and to hold the concerned workman guilty of those charges. He could also be said to be the highly interested witness of the management. From his evidence it transpires that he caught the concerned workman while he was accepting bribe from Shri R. R. Pandey. The evidence further disclosed that the concerned workman was then brought to Bhuskunda Police Station for completing other formalities as required under the law. As stated the concerned workman cooperated fully there for his search and handing over his article to the D.S.P., CBI for preparation of seizure list. This manifestly goes to show that the search and seizure was not made at the spot where the concerned workman was alleged to have been arrested while accepting illegal gratification. I think all the legal formalities ought to have been completed there at the spot. The cross-examination of the witness further reveals that Rs. 15 was recovered from the shirt and Rs. 36 from the pant of the concerned workman. The question arises as to why such meagre amount can be found with the concerned workman when he was alleged to have been accepting bribe @ 5 per truck from the traders. He was expected to have collected huge amount by the time the raid was conducted and this is the circumstance which definitely goes against the management. It is stated that Rs. 15 was recovered from the possession of the concerned workman which belonged to Ramrakshay Pandey but definitely those currency notes did not bear any signature of CBI official.

14. I find that no independent and disinterested witness could be examined during the course of domestic enquiry. As stated the occurrence was seen by a number of persons including the witness who had accompanied the raiding party at the spot. None of these witnesses were examined by the management and so I am to conclude that no reliable evidence could be adduced to prove the misconduct of the concerned workman. Shri R. R. Pandey who is stated to have offered bribe to the concerned workman has been examined as witness of the concerned workman. He has denied to have offered any bribe to the concerned workman. According to him he had given the aforesaid amount of Rs. 15 to the concerned workman as loan which he was then accepting. This statement does not appear to be very much convincing because the concerned workman did not whisper even a word about any loan when he filed reply

to the chargesheet. He that as it may, it is true that the concerned workman like a criminal trial may not be forced to state anything. He may not disclose his defence at any stage and it is for the management and management alone to prove the misconduct.

15. I have examined various aspect of the matter and I am fully satisfied that there was no material at all before the Enquiry Officer to hold the concerned workman guilty of the misconduct. In the circumstances the order of dismissal passed by the management was uncalled for.

16. In the result the order of dismissal is set aside and the management is directed to reinstate the concerned workman with fifty percent back wages and other consequential benefits within two months from the date of publication of the Award.

This is my Award.

Sd/-
B. RAM, Presiding Officer

नई दिल्ली, 27 अगस्त, 1993

का.आ. 1978.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मं. भारत कोकिस कोल लिमिटेड की बसन्तीमाला कोलियरी के प्रबन्धन के संघट्ट नियोजकों और उनके काम-कारों के बीच, संघर्ष में निदिष्ट औद्योगिक विवाद से केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2), धनबाद के पंचपट को प्रवर्धित करती है, जो केन्द्रीय सरकार को 25-8-93 को प्राप्त हुआ था।

[नं. एन-20012/235/90-आई शार (कोल-I)]
एच.सी. गौड़, डेस्क अधिकारी

New Delhi, the 27th August, 1993

S.O. 1978.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No. II) Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Basantimala Colliery of M/s. B.C.C.L. and their workmen which was received by the Central Government on 25-8-93.

[No. L-20012/235/90-JR (C-I)]
HARISH GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B. Ram, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 17 of 1991

PARTIES:

Employers in relation to the management of Basantimala Colliery of M/s. B.C.C.L.

AND

Their workmen.

APPEARANCES:

On behalf of the workmen—Shri S. Chatterjee, Area Asstt. Secretary, R.C.M.S. Union.

On behalf of the employers—Shri B. Joshi, Advocate.
STATE : Bihar. INDUSTRY : Coal.

Dhanbad, the 19th August, 1993

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/235/90-I.R. (Coal-I), dated, the 14th December, 1990.

SCHEDULE

"Whether the action of the management of Basantimata Colliery of M/s. Bharat Coking Coal Limited in terminating the services of Shri Rabulal Manjhi, Underground loader with effect from 12th May, 1989 is justified? If not, to what relief the workman is entitled?"

2. The action of the management of Basantimata Colliery of M/s. BCCL has been challenged in terminating the services of Shri Babulal Manjhi underground loader with effect from 12th May, 1989.

3. The concerned workman was stated to have been working as underground loader at Basantimata colliery under Chanch Victoria Area of M/s. BCCL since the year 1973. He was issued chargesheet dated 28th February, 1989 with the allegation that he absented himself from duty without any information or authorised leave from June, 1988 to 27th February, 1989. He was dismissed from the services of the company with effect from 12th May, 1989. It was contended that the chargesheet was not received by him and therefore he did not reply to the charge-sheet. It is further contended that the charges levelled against him were not specific in character and it was invalid for it did not indicate the specific date of absence in June, 1988.

4. At this stage it may be mentioned that the fairness and propriety of the domestic enquiry has been conceded to by the learned counsel of the workmen.

5. The W.S. further indicated that the enquiry officer was himself satisfied with the fact that the concerned workman had a sore in his right leg which was not healed up properly and still there was swelling and that the absence of the concerned workman was on reasonable ground. Lastly it was submitted through the W.S. that since the concerned workman was suffering from acute type of sore he was forced to remain absent and it was beyond his control. Lastly the workman submitted that the dismissal was shockingly excessive as compared to the gravity of the misconduct as alleged to have been committed by the concerned workman. It was thus prayed that the concerned workman be reinstated with full back wages.

6. The management has filed W.S. stating that the concerned workman Shri Rabulal Manjhi was always in the habit of absenting from duty. He was dismissed from the service in the year 1985 on account of unauthorised absence. On intervention by the union the management bestowed mercy upon him and he was taken into employment. Again in the year 1988 he started absenting and the attendance till June, 1988 was very meagre. Ultimately the concerned workman absented himself in the month of June, 1988 without any information and hence a chargesheet was issued against him. The E.O. found the concerned workman guilty of the misconduct and accordingly he reported resulting into dismissal of the concerned workman.

7. In the circumstances of the case the question for consideration would be as to whether the concerned workman was entitled for reinstatement with full back wages?

8. Admittedly, Shri Rabulal Manjhi the concerned workman was a wagon loader in Basantimata Colliery of M/s. BCCL and he was issued charge sheet dated 28th February, 1989 alleging that he absented from duty from June, 1988 without any information. It is also admitted fact that the concerned workman did not reply to the charge sheet. According to the workman he was not in receipt of any chargesheet.

9. A domestic enquiry was held and the concerned workman was found guilty and he was ultimately dismissed vide order dated 12th May, 1989. First of all we have to see whether there was material before the enquiry officer to hold the concerned workman guilty of the misconduct and if so was a wagon loader in Basantimata Colliery of M/s. BCCL

whether the punishment of dismissal inflicted upon the concerned workman was proportionate to the charges levelled against him.

10. The copy of the charge sheet is not with the record but it is an admitted case of the parties that the concerned workman was issued charge sheet for unauthorised absence from duty. In the W.S. it has been stated that the charge sheet was invalid and wrong because it did not indicate the specific date of absence in June, 1988. In the W.S. of the management it has been stated that the concerned workman was on duty for one day in June, 1988. Apart from that a register of leave account has been filed and the name of the concerned workman appears at Sl. No. 323. In the month of June, 1988 his attendance has been noted as one day only. Definitely no specific date of absence has been noted in the register but I do not think that on account of non-mention of specific date the register can be branded or the chargesheet can be abused as incompetent. The register further shows that in the year 1988 the total working days of the concerned workman was only 32 and from the month of July, 1988 he has been shown absent from duty. It was stated and contended that the concerned workman was issued charge sheet on account of his conspicuous absence for a long time in the year 1988.

11. The main contention of the concerned workman as pleaded in the W.S. and also canvassed at the bar was that he was ailing and incapable to move to the colliery. It was submitted that the Enquiry Officer during the course of enquiry was fully satisfied and was pleased to observe that the concerned workman had sore in his right leg which was not healed up by then and that the absence was on the reasonable ground. It was contended that since the concerned workman had sore in his leg he was forced to remain absent and it was beyond his control. I think this observation will not help the concerned workman. Let us assume that he was incapable to move on account of his sore but there is nothing to show that he was incapable to intimate the authority or to make a prayer for grant of leave. He could have very well got a petition drafted and sent it to the authority of the colliery even for the sake of information. But he kept silent over the matter, for months together. The concerned workman never stated either in the W.S. or in his statement before the Enquiry Officer that he had sent any information to the management. In this way the position remains admitted that he remained absent without any information. In other words he was absent without any authority.

12. During the course of enquiry the representative of the management stated the case of the management. He stated that even in the year 1985 the concerned workman was dismissed for unauthorised absence but the management was merciful to give him employment again. The total attendance during the year 1988 was admittedly 32 days Shri Arjun Singh is MW-1 who has proved Form G Register showing month and yearwise attendance of the workman including the concerned workman. The witness was not cross-examined.

13. The concerned workman while making his statement admitted that he was dismissed in the year 1985 for unauthorised absence and again he was reinstated in 1986. He also stated that he was incapable to move and also on account of object poverty he was not treated at his house or at the colliery hospital.

14. I have considered every aspect of the matter. It is well proved from the materials on the record that the concerned workman did not inform the management about his illness or sore in his right leg and he remained absent without any authority. I think this simple information could have fettered the hands of the management in issuing charge sheet. Thus it is well proved that the concerned workman committed misconduct as alleged against him.

15. Now the next question for consideration would be as to whether the order of dismissal can be called proportionate to the misconduct as proved against him. The concerned workman is a member of S.T. having the poor livelihood. A judicial notice of the fact can also be taken he being illiterate may not be aware of the seriousness of his unauthorised absence. In my considered view the order of dismissal is definitely disproportionate to the charges proved against him. No doubt in the year 1985 he was dismissed for

his unauthorised absence and same thing was repeated in the year 1988. I would simply order for reinstatement of the concerned workman and in the result the order of dismissal is set aside and the management is directed to reinstate the concerned workman within two months from the date of publication of the Award. But in the circumstances there will be no order of back wages.

This is my Award.

B. RAM, Presiding Officer

नई दिल्ली, 27 अगस्त, 1992

का.घा. 1979—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. सेंट्रल कोलील्ड्स लि. की सिरका कोलियरी के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारी के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-93 को प्राप्त हुआ था।

[सं. एल-24012/191/86-डी-4(बी)/आईआर(कोल-1)]

एच.सी. गौड़, डेस्क अधिकारी

New Delhi, the 27th August, 1993

S.O. 1979.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No. II), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sirka Colliery of M/s. C.C. Ltd., and their workmen which was received by the Central Government on 27-8-93.

[No. L-24012/191/86-D-IV (B)/IR(C.I)]

HARISH GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Ram,

Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act., 1947,

Reference No. 242 of 1987

PARTIES :

Employers in relation to the management of Sirka Colliery of M/s. Central Coalfields Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen.—None.

On behalf of the employers.—Shri R. S. Murthy, Advocate

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 18th August, 1993

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012(191)/86-D.IV(B), dated, the 13th August, 1987.

THE SCHEDULE

"Whether the action of the Management of Sirka Colliery of Central Coalfields Ltd., P.O. Argada, Distt. Hazaribagh by not protecting the pay of S/Sri Md. Maroof Raza, Md. Allaaddin Ansari and Jagdish Prasad while promoting them from Gr. III Clerk to Gr. II Clerk is legal and justified? If not, to what relief the concerned workmen are entitled?"

2. This is quite an old case and the reference was made as back as in the year 1937 and since then more than 6 years have elapsed but nobody appeared on behalf of the workmen nor any W.S. was filed on their behalf. The record reveals that two registered notices—first in the month of May, 1992 and the second in the month of July, 1993 were sent to the Secretary, RCMS Sirka, Distt. Hazaribagh but there was no response.

3. Only on the last date the learned counsel for the management filed a petition stating therein that the union is not interested in pursuing the case and hence a 'no dispute' award be passed. I have already heard the learned counsel and in the circumstances of the case a 'No dispute' Award is passed.

B. RAM, Presiding Officer

नई दिल्ली, 27 अगस्त, 1993

का.घा. 1980.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. सेंट्रल कोलील्ड्स लि. की हुतार कोलियरी के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-8-93 को प्राप्त हुआ था।

[सं. एल-24012/230/86-डी-4(बी)/आईआर(कोल-1)]

एच.सी. गौड़, डेस्क अधिकारी

New Delhi, the 27th August, 1993

S.O. 1980.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No. II), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hutar Colliery of M/s. C.C. Ltd., and their workmen which was received by the Central Government on 25-8-93.

[No. L-24012/230/86-D-IV(B)/IR(C.I)]

HARISH GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Ram,

Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 243 of 1987

PARTIES :

Employers in relation to the management of Hutar Colliery of M/s. Central Coalfields Ltd., N. K. Area of M/s. C.C. Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen.—None.

On behalf of the employers.—Shri R. S. Murthy, Advocate

STATE : Bihar.

INDUSTRY: Coal.

Dated, Dhanbad, the 18th August, 1993

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012 (230)/86-D.IV(B), dated, the 24th August, 1987.

THE SCHEDULE

"Whether the demand of the Union/workman that Shri Mandeo Vishwakarma should be regularised as Mechanical Fitter Category-IV with back wages for four years is justified? If so, to what relief the workman is entitled?"

2. The reference is pending since 1987 and since then no step was ever taken by the workmen nor W.S. filed although six years have already elapsed. This shows that the union/workmen are not interested in pursuing the case. In the result, a 'No dispute' Award is passed.

B. RAM, Presiding Officer

नई दिल्ली, 30 अगस्त, 1993

का.आ. 1981—लौह अयस्क खान, मैंगनीज अयस्क खान और क्रोम अयस्क खान श्रम कल्याण निधि निधिसावली, 1978 के नियम 3 के उप-नियम(1) के साथ एडिड लौह अयस्क खान, मैंगनीज अयस्क खान और क्रोम अयस्क खान श्रम कल्याण निधि अधिनियम, 1976 (1976 का 61) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एनद्द्वारा भारत के राजपत्र, भाग-II, खण्ड 3, उप-खण्ड(ii), दिनांक 9 नवम्बर, 1991 के पृष्ठ सं.

4351 से 4353 पर प्रकाशित भारत सरकार के श्रम मंत्रालय के का.आ.सं. 28/14 दिनांक 17 अक्टूबर, 1991 की अधिवृचना में निम्नलिखित और घोषणा करती है, अर्थात् :—

उक्त अधिवृचना में, कथ संख्या 28 और उससे सम्बन्धित प्रविष्टियों को निम्नलिखित से प्रतिस्थापित किया जाएगा अर्थात् :—

"28. श्री ए.पी. तिवारी,
महा सचिव,
राष्ट्रीय मैंगनीज भण्डार संघ,
बंसी विला कम्पाउन्ड,
काटोल रोड,
नगपुर-440013"

[संख्या यू-23011/1/88-उद्घृत-II (सी)]

वी.डी. नागर, अवर सचिव

New Delhi, the 30th August, 1993

S.O. 1981.—In exercise of the powers conferred by section 6 of the Iron Ore Mines, Manganese Ore Mines and Chromo Ore Mines Labour Welfare Fund Act, 1976 (61 of 1976), read with sub-rule (1) of rule 3 of the Iron Ore Mines, Manganese Ore Mines and Chromo Ore Mines Labour Welfare Fund Rules, 1978, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the Ministry of Labour No. S.O. 2444, dated the 17th October, 1991 published at pages 4351 to 4353 of the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 9th November, 1991, namely :—

In the said Notification, for serial number 28 and the entries relating thereto, the following shall be substituted, namely :—

"28. Shri A. P. Tewari,
General Secretary,
Rashtriya Manganece Mazdoor Sangh,
Bansi Villa Compound,
Katol Road,
Nagpur-440 013."

[No. U-23011/1/88-W.I.F.C.]

V. D. NAGAR, Undr Secy.